Service Department: 905 - 427- 5559
For Emergency Procedures....please refer to page 4

Dear Homeowner:

Congratulations on your purchase of a ***Coughlan Home***.

Please take a few moments to read the enclosed information so that you will know what to expect after taking possession of your home.

We have taken great pride in building a quality home for you. However, it is still possible that some minor items may have been overlooked. It is our policy to carry out a thorough inspection with you before you move in and all items on this pre-delivery inspection (PDI) report will be attended to promptly.

Please keep this information package, together with your purchase agreement and other pertinent documents relating to your home, for handy future reference.

We thank you in advance for your anticipated co-operation. If you have any questions which have not been answered in the enclosed literature, please feel free to contact our customer service department at the number listed above or on our website at **www.coughlanhomes.com**.

Sincerely,

Coughlan Homes

TABLE OF CONTENTS

Service procedures..... page 3
Emergency Procedures..... page 4
Introduction; Residential Building Industry Agencies..... page 5
TARION Construction Performance Guidelines; 2nd edition..... page 6-14
Inspections & Deficiency List Submissions ..... page 15
Seasonal Maintenance Checklists ..... page 16-18
FAQ's (Frequently Asked Questions on Maintenance/Deficiencies) ..... page 19-20
Maintenance Guide
- Aluminum Siding/Soffit/Fascia/Eavestrough..... page 21
- Asphalt Driveway and Concrete Garage Floors..... page 21
- Ceramic Floor and Wall Tile ..... page 21
- Basement ..... page 21
- Basement Floor ..... page 22
- Poured Concrete Porches ..... page 22
- Cabinetry & Countertops ..... page 22
- Carpets ..... page 22
- Concrete Slabs or Walks ..... page 22
- Doors ..... page 22
- Driveway Grading ..... page 23
- Drywall ..... page 23
- Fences ..... page 23
- Fireplaces ..... page 23
- Foundation Walls ..... page 23
- Furnace, Heating System & Hot Water Tank ..... page 23
- Hardware (Exterior & Interior doors) ..... page 24
- Hose Bibs ..... page 24
- Humidity ..... page 24
- How to reduce Humidity ..... page 24
- Insulation ..... page 25
- Paneling, Woodwork, Cabinets, etc. ..... page 25
- Plumbing ..... page 25
- Bathtub & Sink chips ..... page 27
- Sewer Back-up ..... page 27
- Toilet Back-up ..... page 27
- Power Failure ..... page 27
- Rear Yard Basin-Drainage Patters & Grading ..... page 27
- Roofs & the need to Prevent 'Ice Dams' ..... page 27
- Roof Shingles ..... page 27
- Sod ..... page 28
- Surveyor's Certificate..... page 28
- Trees on your Property..... page 28
- Weather Stripping (Windows & Doors)..... page 28
- Windows & Glass..... page 29

Exclusions..... page 30-32
Measuring Humidity ..... page 33-37
Water Temperature & Mixing Valves ..... page 38-39
TARION Homeowner Information Package (excerpts) ..... page 40-59
Appendix & Resources (site specific): page 60
- Resources .....
- Carpet Towne Flooring Maintenance Guidelines
- Mason Windows Guarantee
- Kindred Industries
- Salerno Kitchens Maintenance & Warranty
- Metropolitan Heating Maintenance Guidelines & Warranty

SERVICE PROCEDURES

Upon moving into your home, you may find items in need of repair or replacement. To get these items completed, please follow these procedures.

If the items are outstanding from your initial inspection, nothing needs to be done because this list will be distributed to the appropriate contractor to rectify the problem. We will try to have those items completed within the first three weeks of your occupancy. However, if certain materials are not available at the time, or weather conditions do not permit some items to be completed within the three weeks, those items will be completed as soon as availability and weather permits.

After you have been in your home, any new items that have appeared should be recorded on your 30-day deficiency list (within 30 days) or on your 1-year deficiency list (after 30 days). Forms can be found in the Homeowner Information Package that was mailed to you prior to closing, or copies can be obtained from TARION's website at www.tarion.com. Once completed, lists are to be submitted to our customer service department by fax (905-686-9738), regular mail, or hand delivery.

Upon receipt of your list, a member of our staff will contact you to arrange an appointment to have these items checked, or a contractor will contact you directly to come and inspect/repair the problem. Items of an emergency nature will be attended to immediately. All other warranted items that are NOT emergencies, and not recorded on the 30-day list, will be attended to at the year end.

Although this procedure limits the number of lists received from home owners, we will in the event of emergency situations make an exception and treat such items with priority. In order to do this, we must reserve the right to occasionally cancel a scheduled appointment due to an unscheduled emergency situation.

Please note that in order to have work done on the interior of your home, after your possession date, either someone must be at the home at the time of the scheduled appointment, or we will gain access by using our master key during normal business hours, once permission to enter has been confirmed with our service department. Please rest assured that we will not enter your property without first confirming the appointment with you, the homeowner.

If access is not permitted for any reason whatsoever, expedient repair of warranted items cannot be guaranteed.

We trust that by following the above procedures we will inconvenience you as little as possible and allow you to get maximum enjoyment from your new home. Please read the following Maintenance Guide and keep it handy for future reference.

If you require further information or have any questions, please contact **Coughlan Homes Service Department at 905-427-5559.**

EMERGENCY PROCEDURES

For all warranted weekend and after hour's emergencies:
Call the contractor listed at the bottom of the page first.
If you do not receive a reply after 4 hours, then call our emergency pager at 416-426-2645

All non-warranted or out of warranty emergencies are the responsibility of the homeowner. For calls made to the contractor, which are determined to be non-warranted upon assessment, please be advised that there may be a charge for the service call, which will be at the homeowner's expense. Please be advised that before calling this emergency number, that you check the back of your warranty certificate to determine if the condition falls within the builder warranty period.

Items considered to be an emergency are:

- Total loss of heat between September 15th and May 15th
- Gas leak *
- Total loss of electricity *
- Total loss of water supply *
- Total sewage stoppage *
- Plumbing leak that requires complete water shut off
- Major collapse of any part of the home's exterior or interior structure
- Major water penetration on the interior walls or ceiling
- Large pool of standing water inside the home
- Any situation (in the opinion of TARION) which would make the home uninhabitable due to health or safety reasons

* Emergency situations due to the failure of the municipality or utility to provide the service are not covered by warranty as they are out of the builder's control.

For additional information regarding emergency circumstances, please refer to page 15 of your Homeowner information Package, or page # of this manual.

Please note that water seepage throughout the foundation walls or windows is not considered an emergency and is to be addressed to our Service Department in writing on the next business day.

Please be advised that Coughlan Homes will not be responsible to repay the homeowner or occupant of any of the warranted service calls not addressed to the builder in writing within the warranty period or for work performed by an outside contractor hired directly by the homeowner for any reason whatsoever. In the event you have a real plumbing, heating or electrical emergency, please contact the numbers listed on the bottom left corner of your PDI acknowledgement form, received at the time of your Pre-Delivery Inspection. It is advisable to keep these numbers handy at all times.

Plumbing: _____

Heating: _____

Electrical: _____

No Hot Water: _____

Please refer to the following pages in order to determine warrantability of the items listed on your reports. The following 9 pages will clearly outline how the builder or TARION Warranty Program will make decisions when builders and homeowners disagree about an item covered under statutory warranty.

For a complete listing of items, please refer to the Construction Performance Guidelines, published by the Ontario New Home Warranty Program at www.tarion.com, or call 1-877-982-7466.

Please note that the following residential building industry agencies contributed to the development of the guidelines.

Technical Standard Sub-committee of the Ontario Home Builders' Association/Ontario New Home Warranty Program Liaison Committee.

- Canadian Carpet Institute
- Canadian Plywood Association
- Canadian Window and Door Manufacturers Association
- Cement Association of Canada
- Concrete Forming Association of Ontario
- Heating, Refrigeration, & Air Conditioning Institute
- Independent Plumbing & Heating Contractors' Association
- Low Rise Forming Association
- Mechanical Contractors Association of Ontario
- National Wood Flooring Association
- Ontario Concrete Block Association
- Ontario Masonry Contractor's Association
- Ontario Painting Contractors Association
- Ready Mixed Concrete Association of Ontario
- Residential Carpentry Contractors Association of Greater Toronto
- Residential Construction Control Council of Central Ontario
- Residential Framing Contractors Association of Metropolitan Toronto & Vicinity
- Residential Roofing Contractors Association of Greater Metropolitan Toronto
- Residential Siding Contractors Association of Greater Metropolitan Toronto
- Siding and Window Dealers Association of Canada
- Structural Board Association
- Terrazzo, Marble and Tile Association of Canada
- The Concrete Floor Contractors Association of Ontario

PURPOSE OF THIS DOCUMENT

The *Construction Performance Guidelines for the Ontario Home Building Industry ("Construction Performance Guidelines"* or *"Guidelines")* will be used by the Ontario New Home Warranty Program (the "Warranty Program") when determining whether or not a condition is covered by the statutory warranty. The purpose of the *Guidelines* is not to set new standards but to provide advance information as to how the Warranty Program will decide disputes between builders and homeowners about defects in work or materials. These *Guidelines* have been prepared in consultation with various trade and industry groups and the Warranty Program is grateful for their input. A list of the organizations that were consulted is included in Appendix A.

The *Guidelines* provide objective and uniform criteria that set out the minimum performance required in the construction of new homes in Ontario. They relate to work and materials deficiencies and complement the Ontario Building Code, which addresses structural integrity and health and safety matters. In any case where a guideline is not consistent with a provision of the Ontario Building Code, the Ontario Building Code will prevail. The *Guidelines* are designed to be supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties.

The *Guidelines* are designed primarily for conventional low-rise, wood frame construction – the predominant method of residential construction in Ontario. Therefore, they may not be applicable in all respects for other types of construction or assemblies.

The Warranty Program will make its decisions based on the edition of the *Guidelines* that is in effect at the time a conciliation, warranty review or claim inspection is conducted. The effective date is indicated on both the cover of the *Guidelines* and on the bottom of each page. (The *Guidelines* will be reviewed periodically and expanded or updated to reflect legislative changes and/or changes in construction materials and technologies. To date there have been two editions of the *Guidelines* published. The first edition was effective on April 2, 2003 and the second edition was effective December 1, 2003.)

2700 Audley Rd. N. Ajax, ON L1Z 1T7
tel: (905) 427-7703 fax: (905) 427-1611

SCOPE OF THE CONSTRUCTION PERFORMANCE GUIDELINES

The *Construction Performance Guidelines* should be interpreted with common sense. They deal only with the most frequent and typical items of concern to homeowners. The *Guidelines* describe the minimum acceptable performance or condition that homeowners should expect and builders must meet to satisfy the requirements of the warranties described in the *Ontario New Home Warranties Plan Act* ("the *Act*").

Construction is not an exact science and generally, the materials used have natural properties and faults that must be considered when applying the *Construction Performance Guidelines.* For example:

- Colours of all materials will be as close to samples as possible, but may not be identical to samples due to variances among manufacturers or differences in the manufacturing process;
- Wood grains and colours may not necessarily match in all cases;
- Shrinkage of natural materials may result in squeaks and creaks.

Some items refer to specific dimensions to determine what is acceptable. These dimensions are used to evaluate the identified conditions. If the variation is minor, the Warranty Program may consider whether the variation significantly affects the performance of the item in determining whether the particular guideline has been met.

SCOPE OF WARRANTY RESPONSIBILITIES

Typically there may be a number of parties involved in a residential construction warranty issue in Ontario. The general responsibilities of the main parties are outlined below:

The Homeowner[1]: Before signing an Agreement of Purchase and Sale or construction contract, the prospective homeowner should carefully review the document to ensure that it expressly includes all the features agreed upon or to be selected during construction. Before signing a contract, the homeowner should seek legal advice, particularly if any aspect of the contract is unclear. Homeowners also have certain pre- and post-possession responsibilities to fulfill in order to preserve and exercise their statutory warranty rights. These responsibilities are briefly outlined in the section titled "Incomplete, Missing or Damaged Items" in this Introduction, and are explained in more detail in the *Homeowner Information Package*[2].

[1] The term owner is defined in the *Ontario New Home Warranties Plan Act* – see the definition in the "Terminology" section on pages 15-17. Throughout this document the term homeowner will be used to refer to owners.
[2] The information contained in the *Homeowner Information Package* applies only to new freehold homes and condominium units with a date of possession on or after October 1, 2003.

Builder/Vendor[3]**:** The builder is responsible for honouring the first- and second-year warranties set out in the *Act* and *Regulations*. The builder may at times have to go back to the manufacturer to obtain a solution for a possible defect, which may delay the repair. For homes with a date of possession on or after October 1, 2003, builders must also follow the Warranty Service Rules, which are explained in detail in *Builder Bulletin #42*.

The Ontario New Home Warranty Program: The Warranty Program is responsible for administering the *Ontario New Home Warranties Plan Act*. As part of this responsibility, the Warranty Program makes decisions when builders and homeowners disagree about an item covered under the statutory warranties. The Warranty Program also guarantees builders' statutory warranties, and provides extended major structural defect coverage for years three through seven after a home's date of possession.

STATUTORY WARRANTY COVERAGE

Warranty coverage is set out in the *Act* and takes effect from the date a homeowner takes possession of a new home from the builder (the "date of possession"). It remains in effect even if the home is sold or otherwise transferred before the end of the warranty period. There are three types of statutory warranty protection or coverages, including:

The One-Year Warranty – A builder warrants that, for one year from the date of possession, the home:

- is free from defects in work and materials;
- is fit to live in, and;
- meets Ontario Building Code requirements.

Builders should provide homeowners with all warranties provided by manufacturers, suppliers and subcontractors that may extend beyond the first year. Homeowners must make claims on these extended warranties directly to the manufacturer or distributor.

A builder is also required to provide a warranty against delayed closings (or delayed occupancy for condominium units) that occur without prescribed notice, and the homeowner may make a claim under this warranty within one year after the date of possession. For more information on delayed closings, homeowners should refer to the *Homeowner Information Package* or visit the Warranty Program Web site at www.newhome.on.ca

[3] The terms builder and vendor are defined in the *Ontario New Home Warranties Plan Act* – see the definitions included in the "Terminology" section on pages 15-17. Throughout this document the term builder will be used to refer to builders and vendors.

The Two-Year Warranty – A builder warrants that, for two years from the date of possession, the home is free from:

- Water penetration through the basement or foundation walls;
- Defects in materials or work (including windows, doors and caulking) that result in water penetration into the building envelope;
- Defects in materials and work in the electrical, plumbing and heating delivery and distribution systems;
- Defects in materials and work which result in detachment, displacement or deterioration of exterior cladding (such as brickwork, aluminum or vinyl siding);
- Violations of Ontario Building Code regulations under which the Building Permit was issued, affecting health and safety, including, but not limited to, fire safety, insulation, air and vapour barriers, ventilation, heating and structural adequacy;
- Major structural defects. For a definition of "major structural defect", see the section entitled "Terminology".

Seven-Year Major Structural Defect[4] Coverage – In addition to the builder's two-year warranty against major structural defects, the Warranty Program provides extended coverage for major structural defects in years three through seven.

CONDITIONS NOT COVERED UNDER WARRANTY

It is important for homeowners to note what is **not** covered by the statutory warranty. The *Act* sets out the following exclusions from warranty coverage:

- Defects in materials, design and work supplied by the homeowner;
- Secondary damage caused by defects under warranty, such as property damage and personal injury;
- Normal wear and tear;
- Normal shrinkage of materials caused by drying after construction;
- Damage caused by dampness or condensation due to failure by the homeowner to maintain adequate ventilation or proper operation of moisture-producing devices such as humidifiers;
- Damage caused by the homeowner or visitors;
- Alterations, deletions or additions made by the homeowner;
- Settling of land around the building or along utility lines, other than beneath the footings of the building;
- Damage resulting from acts of God;
- Contractual warranties which lie outside the *Ontario New Home Warranties Plan Act*;

[4] The term "major structural defect" is defined in Regulation 892, Section 1, made under the *Ontario New Home Warranties Plan Act*, – see the definitions included in the "Terminology" section on pages 15-17.

ONTARIO NEW HOME WARRANTY PROGRAM

- Damage caused by insects or rodents, except where construction does not meet specifications of the Ontario Building Code;
- Damage caused by municipal services or other utilities;
- Surface defects in work and materials specified and accepted in writing by the homeowner at the date of possession.

Warranty is also not applicable to:

- Temporary or seasonal homes not built on permanent foundations and not insulated sufficiently to enable year-round living (i.e., cottages);
- Homes built on pre-existing footings or foundations;
- Homes that have been lived in or rented prior to sale;
- Homes built in converted buildings;
- Homes purchased from a receiver or trustee may not have warranty coverage in certain circumstances.

If there is any conflict between this publication and the *Act* or *Regulations*, the latter prevail. The Warranty Program assumes no liability for any error or omission in this publication.

INCOMPLETE, MISSING OR DAMAGED ITEMS – Pre-Delivery Inspection (PDI)

A pre-delivery inspection (PDI) is conducted by the builder and the prospective homeowner (or the homeowner's designate), on or before the date of possession. The PDI provides an important opportunity for the prospective homeowner to observe and record any items in the home that are incomplete, missing, damaged or non-operational. If the item is covered by a statutory warranty, the builder must repair the damaged or non-operational item, or install the missing or incomplete item.

For homes with a date of possession before October 1, 2003, these items should be recorded on the Certificate of Completion and Possession (CCP) or in an attachment to the CCP. For homes with a date of possession on or after October 1, 2003, these items must be recorded on a Pre-Delivery Inspection Form (PDI Form) that has been approved by the Warranty Program.

Listing an incomplete, missing, damaged or non-operational item on the CCP or the PDI Form will provide a formal record of the existence of the condition before the homeowner took possession. Without this record it may be impossible for the Warranty Program to determine whether the item is covered under warranty if a dispute arises as it may not be clear who caused the damage or malfunction in question or whether an item was missing before the date of possession.

After the PDI, any PDI items not rectified by the builder and any new defects that have emerged should be reported in writing to both the builder and the Warranty Program within the applicable warranty period. For homes with a date of possession on or after October 1, 2003, the homeowner must report these items on standard Warranty Service Request Forms and submit them within the time periods set out in the Warranty Services Rules.

For more information on the PDI and the Warranty Service Rules, homeowners should refer to the *Homeowner Information Package*.

HOW TO USE THIS DOCUMENT

The *Construction Performance Guidelines* are divided into articles based on construction sequence. The information is organized according to types of conditions, and in each case, the following is described:

- **Condition:** A brief description of the identified situation.
- **What is acceptable:** The acceptable performance standard of the condition.
- **Which warranty applies:** The statutory warranty that applies and any exclusions.
- **Required action:** A description of the action that the builder or homeowner must take to rectify the identified condition.
- **Remarks:** Information to help users understand and solve the problem.

ONTARIO NEW HOME WARRANTY PROGRAM

TERMINOLOGY

Builder
The person or entity that undertakes the performance of all work and supply of all the materials necessary to construct a completed home whether for the purpose of sale by the person or entity or under a contract with a vendor or homeowner. In these *Guidelines*, the term "builder" is used to refer to both vendors and builders.

Building Envelope
The wall and roof assemblies that contain the building space, and include all those elements of the assembly that contribute to the separation of the outdoor and indoor environments so that the indoor environment can be controlled within acceptable limits.

Contract
The Agreement of Purchase and Sale between the builder and homeowner, or the construction contract between the builder and homeowner who owns the land.

Date of Possession
The date on which the home is completed by the builder for possession by the first homeowner.

Delivery and Distribution Systems
Include all wires, conduits, pipes, junctions, switches, receptacles and seals, but does not include appliances (except furnaces), fittings and fixtures.

Exterior Cladding
All exterior wall coverings, including siding and above-grade masonry (for example, concrete, bricks, or stone) as required and detailed in the relevant sections of the Ontario Building Code under which the Building Permit was issued.

Home
Includes self-contained one-family dwellings, whether attached or detached; buildings consisting of two or less self-contained one-family dwellings under common ownership; or a condominium dwelling unit, including the common elements. Also includes any structure used in conjunction with the home, but does not include a building built and sold for temporary occupancy or for seasonal purposes.

Homeowner
The person who first acquires the home from a builder for occupancy, and the person's successor in title.

Major Structural Defect
Any defect in work or materials:

a) that results in failure of the load-bearing portion of any building, or materially and adversely affects its load-bearing function, or
b) that materially and adversely affects the use of such building for the purpose for which it was intended,

Including:

- significant damage due to certain types of soil movement,
- major cracks in basement walls,
- collapse or serious distortion of joints or roof structure and chemical failure of materials.

Excluding any defect attributable in whole or in part to:

- flood damage,
- dampness not arising from failure of a load-bearing portion of the building,
- damage to drains or services,
- damage to finishes, and
- damage arising from acts of God, acts of the homeowners and their tenants, licensees and invitees, acts of civil and military authorities, acts of war, riot, insurrection or civil commotion and malicious damage.

Normal
Typical, usual, ordinary or reasonably expected.

PDI
Pre-Delivery Inspection of the home, which is conducted by the builder together with the purchaser or their designate.

Properly painted surface
Uniform in appearance, colour and sheen, free of foreign material, lumps, skins, runs, sags, insufficient coverage, drips, spatter, spills and over spray.

Repair
Activity to be undertaken by the builder as referred to under *Action* for conditions included in the *Construction Performance Guidelines*. The method of repair may involve restoration, alteration, or partial or full replacement of materials or equipment. The builder must choose a repair method that will satisfy the acceptable performance/condition specified in the applicable guideline.

Generally, where *repairs* are necessary, colour and/or texture may not match exactly the surrounding original material.

Smooth
An even surface that is free from bumps, projections, foreign material, etc.

Specified plane
A flat, invisible line between two points on the surface of a wall, ceiling or floor which defines the intended flat surface. The points shall be located as far apart as possible, e.g. opposite sides of a room or opposite ends of a wall. Such a plane of reference is used to measure the variation between the *specified plane* and the actual surface. See Appendix A4 "Measuring Variation from the *Specified Plane* Using a Plane of Reference".

Vendor
The person or entity who sells on its own behalf a home not previously occupied to a homeowner.

Visible
Easily seen when viewed from a position that is *normal* to the use of the room or area – e.g., hallway – standing position; living room – standing or sitting.

INSPECTIONS & DEFICIENCY LIST SUBMISSIONS

(30-day, 1 year, 2 year and 7 year Warranty)

At some time before your closing date you inspected your house together with our on site construction supervisor. This pre-move inspection was mandatory. At this inspection you completed a TARION CORPORATION Certificate of Completion and Possession which enrolled you in the New Home Warranty Program. This listed any defects which were discovered during this inspection, but your warranty is not limited to these items. Please refer to page #9 of your Homeowner Information Package or to TARION's website (www.tarion.com) for more detailed information on this coverage.

The One-Year Warranty covers:

- That the house is constructed in a workmanlike manner and free from defects in material
- Is fit for habitation
- Is constructed in accordance with the Ontario Building Code
- Is free of major structural defects

The Two-Year Warranty covers:

- Water penetration through the basement or foundation walls
- Defects in materials (including windows, doors and caulking, or defects in work that result in water penetration into the building envelope)
- Defects in work or material in the electrical, plumbing and heating delivery and distribution systems
- Defects in work or materials which result in the detachment, displacement or deterioration of exterior cladding (i.e.: brickwork, aluminum or vinyl siding)
- Violations of the Ontario Building Code affecting health and safety
- Major structural defects (as defined by the Act)

The Seven-Year Warranty covers:

- Major structural defects

Please note:

1. We cannot guarantee an exact colour match of any replacement material.

2. We cannot accept responsibility for any damage to counter tops, cabinets, floor coverings, and plumbing fixtures brought to our attention after closing or not mentioned on the pre-delivery inspection report.

3. Service coverage will be discontinued by the Builder if the original owner assigns or otherwise transfers ownership of the property, if the home is rented, or if the original purchaser fails to move into the home.

SEASONAL CHECKLISTS

The following checklists are derived from those suggested by TARION and Canada Mortgage and Housing Corporation (CMHC). Regular Maintenance protects your investment in your home.

GENERAL YEAR ROUND MAINTENANCE:

- o Make sure air vents indoors and outdoors (intake, exhaust and forced air) are not blocked by snow or debris
- o Check and clean range hood filters on a monthly basis
- o Test the ground fault circuit interrupter(s) monthly by pushing the test button, which should then cause the rest button to pop up
- o Test smoke alarms and carbon monoxide detectors, and replace batteries when needed
- o Check & clean furnace filter and HRV

FALL (September, October, November):

- o Have furnace or heating system serviced by a qualified service company every two years
- o Open furnace humidifier damper on units with central air conditioning and clean humidifier
- o Check and clean or replace furnace air filters each month during the heating season.
- o Remove the grills on forced air systems and vacuum inside the ducts
- o Remove screens from the inside of casement windows to allow air from the heating system to keep condensation off window glass
- o Ensure all doors to the outside shut tightly, and check other doors for ease of use. Renew door weather-stripping if required.
- o If there is a door between your house and the garage, check the adjustment of the self-closing device to ensure it closes the door completely.
- o Ensure windows and skylights close tightly
- o Cover outside of air conditioning units
- o Ensure that the ground around your home slopes away from the foundation wall, so that water does not drain into your basement
- o Clean leaves from eaves troughs and roof, and test downspouts to ensure proper drainage from the roof
- o Drain and store outdoor hoses. Close valve to outdoor hose connection and drain the hose bib (exterior faucet), unless your house has frost proof hose bibs.
- o Check exterior finishes. Sand, prime and paint any peeling paint due to weathering.
- o Check movement of garage doors and lubricate moving parts as needed
- o Check caulking around doors and windows for air and water leaks
- o Inspect roof (including shingles, flashing and vents)
- o Inspect attic for insulation blow back. Spread out insulation evenly if required.
- o Check water heater for leaks
- o Inspect floor drains to ensure trap is filled with water. Refill if necessary

.

WINTER (December, January, February):

- Clean humidifier two or three times during the winter season
- Clean furnace filter and HRV
- Vacuum bathroom fan grille
- Vacuum fire and smoke detectors, as dust or spider webs can prevent them from functioning
- Monitor your home for excessive moisture levels, for example, condensation on your windows, which can cause significant damage over time and pose serious health problems.
- Check all faucets for signs of dripping and change washers as needed. Faucets requiring frequent replacement of washers may be in need of repair.
- If you have a plumbing fixture that is not used frequently, such as a laundry tub or spare bathroom sink, tub or shower, run some water briefly to keep water in the trap.
- Clean drains in dishwasher, sinks, bathtubs and shower stalls
- Test plumbing shut-off valves to ensure they are working and to prevent them from seizing
- Examine windows and doors for ice accumulation or cold air leaks. If found, make a note to repair or replace in the spring.
- Examine attic for frost accumulation. Check roof for ice dams, icicles, or excessive snow. Carefully remove snow and ice from roof overhang/vents as required.
- Test exhaust fans

SPRING (March, April, May):

- Have fireplace serviced as needed
- Shut down and clean furnace humidifier, and close the furnace humidifier damper on units with central air conditioning.
- Check air conditioning system and have serviced every two or three years
- Clean or replace air conditioning filter (if applicable)
- Check dehumidifier and clean if necessary
- Turn OFF gas furnace and fireplace pilot lights where possible
- Clean windows, screens and hardware.
- Open valve to outside hose connection after all danger of frost has passed.
- Examine the foundation walls for cracks, leaks or signs of moisture, and repair as required.
- Re-level any exterior steps or decks which moved due to frost or settling.
- Check eaves troughs and downspouts for loose joints and secure attachment to your home, clean any obstructions, and ensure water flows away form your foundation.
- Clear all drainage ditches and culverts of debris
- Check roof for loose or cracked shingles
- Check driveways and walks for frost damage
- Check caulking for air and water leaks
- Lubricate weather-stripping
- Check exterior finishes. Sand, prime and paint any peeling paint due to weathering.

SUMMER (June, July, August):

- Monitor basement humidity and avoid relative humidity levels above 60 percent. Use a dehumidifier to maintain safe relative humidity. Clean or replace air conditioning filter, and wash or replace ventilation system filters if necessary Air out damp basement or dry, sunny days
- Check basement pipes for condensation or dripping, and take corrective action, for example, reduce humidity and or insulate cold water pipes.
- Check the basement floor drain to ensure the trap contains water. Refill with water if necessary.
- If you have a plumbing fixture that is not used frequently, such as a laundry tub or spare bathroom sink, tub or shower, run some water briefly to keep water in the trap.
- Deep clean carpets and rugs.
- Vacuum bathroom fan grill
- Disconnect the duct connected to the dryer and vacuum lint from duct, the areas surrounding your clothes dryer and your dryer's vent hood outside.
- Check security of all guardrails and handrails
- Check smooth functioning of all windows and lubricate as required
- Inspect window putty on outside of glass panes and replace if needed
- Lubricate door hinges and tighten screws as needed
- Lubricate garage door hardware and ensure it is operating properly
- Lubricate automatic garage door opener motor, chain, etc. and ensure that the auto-reverse mechanism is properly adjusted.
- Check and replace damaged caulking and weather-stripping around windows and doors, including the door between the garage and house
- Check exterior wood siding and trim for signs of deterioration; clean, replace or refinish as needed
- Check for and seal off any holes in exterior cladding that could be an entry point for small pests, such as bats, mice, birds or squirrels
- Remove any plants that contact, or roots that penetrate the siding or brick.
- Climb up on your roof, or use binoculars, to check its general condition, and note any sagging that could indicate structural problems requiring further investigation from inside the attic. Note the condition of all shingles form possible repair or replacement, and examine all roof flashings, such as at chimney and roof joints, for any signs of cracking or leakage.
- Repair driveway and walkways as needed
- Repair any damaged steps that present a safety problem.
- Inspect air conditioning and clean filters

FAQ'S

- Q: I am finding a lot of nail pops and drywall cracks in my home; will these be repaired for me?
  A: These are a result of normal settlement of the house and can be expected. Although these are not covered by the Tarion Warranty, we will repair them once (at the end of the first year) with a coat of plaster. The homeowner will be responsible for finishing beyond this stage.

- Q: There are cracks in my basement floor. When will these be repaired?
  A: These are very common and in most cases don't need to be repaired unless they get passed 6 mm as per Tarion's guidelines.

- Q: There is condensation/ice on my window panes. Is this normal?
  A: This is a result of high humidity in your home. Please refer to your Coughlan Homes homeowner manual for steps on reducing the humidity in your home. (Link to be added to jump to the online version of manual)

- Q: The window cranks keep falling out of the track, what should I do?
  A: The arm for the crank tends to loosen off over time causing it to fall out of the track. The arm needs to be bent slightly upwards so it rests above the track, and doesn't fall out during opening/closing.

- Q: I can see light and/or feel cold air coming in through the front door. Is it installed correctly?
  A: Yes, doors are one of the most common items to shift during settlement of your house. Usually a slight adjustment of the latch plate will give your door a tighter seal.

- Q: Why is the handle on my door from the garage loose? Why is the hole too big for the handle?
  A: During colder conditions the steel clad doors tend to shrink, causing the handles to become loose and fall out of position. In this case the handle must be raised and re-tightened back in its original position.

- Q: My cabinet doors don't line up; when will you fix this?
  A: This item falls under maintenance. As per Tarion, cabinet doors need to be adjusted from time to time due to normal use. You can try adjusting the doors by turning the screws on the hinges, or add it to one of your Tarion lists and we will be happy to show you how to do it.

- Q: Why is one of the switches in my main bathroom upside down?
  A: This is a 3-way switch and can be reversed by flipping the other switch by your thermostat

- Q: Why is there an extra switch near my thermostat? Why does it control my main bath fan?
  A: The building code states that we must have a switch for the principal exhaust fan in a central location. This would be used for air circulation and to reduce humidity levels in your house.

- Q: Why do the bedroom switches stop working (trip easily)?
  A: The bedroom switches are on arc fault control indicators, which work like G.F.I plugs and trip easily for safety. Normally, this only occurs when using high-powered appliances. (i.e.: irons, hair dryers, vacuums.)

FAQ'S...continued

- Q: Why don't my exterior outlets work?
  A: The exterior outlets are G.F.I. protected by the plug at your front porch. This outlet will need to be reset on the outlet from time to time, by pushing in the test, then re-set button. If the outlet doesn't re-set contact our service department.

- Q: Why don't my bathroom outlets works?
  A: The bathroom outlets are G.F.I. protected by the plug in your powder room. If any of the washroom outlets don't work, you need to re-set the G.F.I. by pushing in the test, then the re-set button on the outlet in your powder room.

- Q: What is the mixing valve on my hot water tank for? Why don't we get really hot water?
  A: There has been a plumbing code change that we must install a mixing valve at any hot water tank to be able to set the temperature of the water to no more than 120 F for safety reasons. Please refer to the letter in our Coughlan Homes homeowner manual for more information.

MAINTENANCE GUIDE

ALUMINUM SIDING/SOFFIT/FASCIA/EAVES TROUGH

Vinyl or aluminum siding should be washed with mild detergent and water once a year to retain its original beauty. However, you should not allow lawn sprinklers to spray upon the vinyl/aluminum surface as this may cause discoloration.

ASPHALT DRIVEWAY AND CONCRETE GARAGE FLOORS

Minor settlement, tire markings, and stones that may flake out, are normal characteristics. Be careful to avoid the following potential causes of damage to your asphalt:
1. Oil or gas drippings from a car. As soon as they are noticed, the driveway or garage floor should be washed down with a hose.
2. During warm weather, pointed objects, such as; chair legs, bicycle kick stands, etc., tend to sink into asphalt.
3. Heavy vehicles should not be permitted on the driveway.

CERAMIC FLOOR AND WALL TILE

Ceramic floor and wall tiles are very durable and will last for many years. Normal shrinkage and settlement in a new home may cause hairline cracks in the grout lines and on rare occasions may cause a tile to crack or come loose. **Coughlan Homes** will repair any of these minor deficiencies within the builders warranty period. Always use non abrasive cleaners on ceramics and clean up spills immediately as grout is slighting porous and stains may occur. Maintenance of silicone caulking is extremely important. All areas that have silicone in tub and shower areas should be checked every 3 months. We cannot be responsible for repairs due to silicone that has come loose for this is a maintenance item that should be monitored by the home owner. If silicone has come loose it should be replaced immediately. Completely remove any loose silicone and grout and thoroughly clean the area with an acetone cleaner. Allow the area to dry completely. Reapply new silicone overlapping existing. Let stand for at least 24 hours before reusing the tub/shower. A grout sealer may be used on floor and wall tile, consult a local tile retailer for more information on this product.

BASEMENT

During the first year you may experience some minor dampness in the basement of your house resulting from condensation. Condensation, as you are probably aware, is caused by warm, moist air coming into contact with a cold surface. There is a high level of humidity in a new house caused by the drying out of the material from which the house is constructed, and it is this humidity which may result in condensation occurring in the coolest area of the house - the basement. The following comment on this subject is taken form the Warranty Program Manual: “even a perfectly dry basement can have wet walls and floors (even running water, in some circumstances) due to moisture in the air because they are up against the earth, which has a lower temperature that the air in the basement.”

Generally speaking, this type of condensation dampness in the basement is only likely to occur during the first year of occupancy

The basement itself is constructed of poured concrete which has been damp-proofed in accordance with the building code. It is possible that a damp-proofed basement may experience some water penetration, especially during excessively wet weather. It is also possible that the basement wall may experience some non-structural cracking; this is due to settlement and/or shrinkage. Again we reprint a comment from the Warranty Program Manual on this subject:

“The builder shall repair excessively non-structural cracks by surface patching. These repairs should be made toward the end of the first year of ownership to permit normal settling of the home to stabilize.”

Of course, **Coughlan Homes** will honour its warranty obligation with respect to basement leakage. However, we will not be held responsible for any damage to contents resulting from water leakage.

Again, if it is your intention to finish the basement area, we strongly recommend that you delay this until after the first two years, keeping in mind, removal and restoration of finished material are not the responsibility of **Coughlan Homes**.

If you are using the basement as a storage area, take care to keep possessions away from the walls and up off the floor.

We would strongly recommend that you defer finishing the basement for 24 months as stated in your agreement of purchase and sale (page 6 (p)), until this initial "drying out" period of the house is over.

BASEMENT FLOOR

Because of the nature of concrete, it is impossible for us to prevent basement floors from cracking due to shrinkage and minor settlement.

To keep down the dust level in the basement, it is recommended that the floor be sealed with paint. The simplest type of paint to use is a latex floor paint, as this eliminates the need for etching the concrete and has no lingering odour from the fumes.

POURED CONCRETE PORCHES

Similar to garage floors, porches are subject to the elements. The use of corrosive salt may cause flaking and should be avoided. If your porch has a cold cellar beneath, any alterations to the surface (i.e. interlock stone) should be avoided. Weep holes in the brick and fresh air vents may become obstructed and cause water penetration into the cold cellar.

CABINETRY AND COUNTER-TOPS

All cabinetry and counter-tops should be kept clean and dry at all times. Areas exposed to moisture will swell if not kept dry, especially the rolled edge at the front of any sink and joint seams.

CARPETS

The carpeting in your home should be vacuumed at least once a week, more in high traffic areas, such as doorways and hallways. During the periods of high humidity, it is normal for new carpet to have rolls appear in some areas.

CONCRETE SLABS OR WALKS

During winter months, care should be taken not to apply salt or calcium to precast concrete slabs or walks as it damages the concrete and mars the finished surface. Slab walkways are susceptible to minor settlement and upheaval, and are the responsibility of the home owner.

DOORS

Exterior doors:
The exterior doors are steel clad insulated doors. During periods of extreme cold they have a tendency to warp, causing them to be slightly more difficult to lock and unlock. This is a normal condition for this type of door and the warp will disappear with the cold weather. Movement and settling of the wood framing will lead to warpage of the wooden door frame. Slight pressure may be required during latching to compress the weather stripping. Exterior doors can warp to some degree because of difference in temperature between inside and

outside surfaces. This is called a thermal in bow. A minor adjustment of the handle latch plates will reduce any gaps that allow air/light to enter.

Interior doors:
The interior doors are hollow core Masonite. During periods of excess humidity you may find that they will bind slightly. If this binding is very severe, we will adjust the doors.

DRIVEWAY GRADING

Upon moving into your home your may find that your driveway is not paved yet or your agreement of purchase and sale does not call for a paved driveway. The driveway will have a layer of gravel on it. Some minor settlement and puddles may be apparent during rain, and is considered to be normal. Please call, however, if the settlement is excessive and may cause personal or property damage.

DRYWALL

The natural movement of lumber, shrinkage and the settlement of the house, all of which are beyond our control, cause the following: nail pops, tape roll, hairline plaster cracks, and defects that appear other than structural. Although these are not covered by the TARION CORPORATION, these are to be expected and will be repaired once (at the end of the first year) with a coat of plaster only. The homeowner will be responsible for finishing beyond this stage.

FENCES

During the first year of occupancy, it may be necessary to enter upon the property to adjust or repair surface drainage or sod. It is therefore, not advisable to install any fencing or planting during this period which may impede such work. If such work is necessary, we will not be responsible for any damages to your fence and/or planting however caused.

FIREPLACES

Refer to manual supplied with unit.

FOUNDATION WALLS

Foundation and basement walls are subject to many stresses and strains. The base of the wall, being in the ground, maintains a fairly constant temperature, whereas, the top portion extending out of the ground, is subject to extreme temperature changes from summer heat to winter cold. These temperature extremes cause concrete and other masonry to expand and contract. The curing process of the concrete may last for several months. The soil on which the foundation is placed may settle slightly which can create additional stresses. These stresses may cause some minor cracks to appear. These cracks do not affect the strength of the wall in any way and it is not necessary to repair them unless they leak. If the cracks should leak during the warranty period, then **Coughlan Homes** will repair them.

FURNACE, HEATING SYSTEM AND HOT WATER TANK

All service calls for the furnace should be directed to the contractor that performed the original work at your home. The phone number is located on the furnace. This is also an emergency number; therefore, **Coughlan Homes** cannot be responsible for reimbursing the home owner for any other contractors. Service calls for the rental water heater should be directed to your gas company.

Before you call for service, please check that the circuit breaker and furnace switch are both in the “on “ position. The filter in your furnace should be changed at least every 3 months during the heating season, in order to get maximum efficiency from your heating system. Follow maintenance manuals for any air conditioning units, humidifiers, or air cleaners.

Note: Modification of any of the components of your heating/cooling system may result in malfunctioning. Please consult the mechanical contractor mentioned above if you intend on modifying or adding any new components to your original equipment (i.e. air conditioner). **Coughlan Homes** and/or original contractor will not be held responsible for any resulting problems if alterations are made during the warranty period.

HARDWARE

EXTERIOR BRASS PACKAGE: It is normal for the protective finish on the exterior hardware to break down after extensive use and exposure to the elements. If you wish to preserve a "like new" appearance, occasionally polish the locks with a brass-ware cleaning compound.
INTERIOR LOCKS: It is not necessary to use polishing compound on the interior locks. Wipe them occasionally with a damp cloth and polish them with a dry soft cloth.
LUBRICATION: It is advisable to lubricate both exterior and interior locks every six months. For keyed exterior locks, little powdered graphite dry operation (do not use liquid lubricants). For interior passage sets, a drop or two of sewing machine oil placed on the latch bolt with suffice.

HOSE BIBS

Exterior hose connections should be shut off and drained in cold weather. To accomplish this a special stop valve with a drain screw is provided in the water line inside the house wherever a water pipe goes outside for a hose connection. Follow this procedure:
1. Turn off interior valve.
2. Open exterior valve.
3. Open drainage screw on interior valve to drain section to pipe going through the wall.
4. Close drainage screw.

This precaution will prevent frozen pipes in cold weather.

HUMIDITY

We find that one of the questions most often asked by new home owners relate to condensation and/or ice on windowpanes. This problem is not caused by a fault in your windows, but is the result of high humidity in your home.

In previous years, homeowners had to take measures to add humidity to their homes during winter months. Today, new building materials vapour barriers, and efficient weather stripping make your home much more tightly constructed than those of earlier years. As a result, your home is easier to heat and clean, but it contains a far higher concentration of water vapour sealed within it. The result, of course is condensation on you window panes.

HOW TO REDUCE HUMIDITY

1. Control sources of humidity; vent all gas burners, clothes dryers, etc. to the outside. Adjust or close humidifying devices (including your furnace humidifier). Run kitchen and ventilation fans more often and longer than usual (if they are vented to the outside).

2. Winter ventilation; procedures to follow in the event of extreme or excessive humidity. Air out your house for a few minutes every day. Air out your kitchen, laundry, and bathroom during use, or immediately after use. Open fireplace damper.

Note: **Coughlan Homes** are provided with adequate ventilation in the attic, by way of soffit vents and roof vents. These should not be reduced or obstructed as they are vital to circulation of air in the attic.

During the summer months, the cold water pipes in your basement may sweat and drip. If you wish to overcome this, wrap the pipes with insulation tape.

Condensation is not caused by a fault in your windows, but by excessive humidity in your home. The cure is to control the sources of humidity, and ventilate your home more thoroughly.
Check the following chart for recommended humidity levels.

OUTSIDE AIR TEMPERATURES	**RELATIVE HUMIDITY - INDOOR AIR**
-29 C TO -23 C	NOT OVER 15%
-29 C TO -18 C	NOT OVER 20%
-23 C TO -18 C	NOT OVER 25%
-18 C TO -12 C	NOT OVER 30%
-12 C TO -7 C	NOT OVER 35%
-7 C TO +5 C	NOT OVER 40%

Relative humidity levels are base on an indoor temperature of 21 c. For higher temperatures, lower humidity levels are required.

INSULATION

Your new home has as much, and in many cases more than, the required insulation. However, no house is completely draft-free. Under extreme weather conditions, some air will be forced through slight openings, i.e. wall plugs and exterior door and window weather-strips.

PANELLING, WOODWORK, CABINETS, ETC.

The following characteristics are the results of natural movement of lumber framing and are common to all wood frame houses.

A. Minor cracks that appear in wood surfaces.

B. Minor gaps that appear between cabinets, vanities, countertops, and the walls.

C. Minor joints that open in door and window trim.

D. Fireplace mantels that shrink slightly from the wall or at joint.

E. Wood flooring that open between boards or settles away from shoe moulding at walls or under door jambs.

F. Squeaks in linoleum or tile underlay, oak flooring or stair treads.

G. Minor gaps between stair or mouldings and walls. These characteristics are to be expected and are not to be considered repairable under the warranty. However, if any of the above seem extreme to you, they will be checked by us and repaired if necessary.

All of the above can be reduced by maintaining proper humidity levels.

PLUMBING

All service calls for plumbing repairs should be directed to our service department during the warranty period. For evening or weekend emergencies, please refer to the Emergency Procedures page of this manual. PLEASE NOTE: This number is for emergencies only. A service charge will be billed for calls that are not considered an emergency.

BATHTUB AND SINK CHIPS

If you should accidentally chip your sink or tub, the chip should be touched up as soon as possible. A matching touch-up enamel can be obtained at your nearest plumbing supplier.

SEWER BACK-UP

If a sewer backs up in the basement, you should call **Coughlan Homes**, who will have the sewer line cleaned out. If domestic material is found blocking the line, the homeowner will be charged with the service call.

TOILET BACK-UP

If your toilet backs up during the first two weeks of occupancy, **Coughlan Homes** should be notified. They in turn will have a plumber check the system. If the blockage is caused by misuse, you will be charged with the service call. If your toilet backs up after two weeks of occupancy, you should call a plumber of your choice directly.

POWER FAILURE

If a power failure occurs in a house circuit breaker box, it should be checked to see if the breaker is in the on position. If this is so, the homeowner should contact the service department. If the stove does not operate, the fuses located as shown on the stove manual should also be checked in addition to the circuit breaker.

Note: In all instances when checking the circuit breaker, the switch should be switched off and on as the switch does not always move fully to the off position when the circuit is tripped.

REAR YARD BASIN-DRAINAGE PATTERNS & GRADING

Wherever there is a rear yard catch-basin installed on your property, it is your responsibility to maintain this drainage. In the spring and fall, leaves and debris should be removed to allow the proper flow of water. You must also ensure that the grass is maintained in all surface drainage swales to allow free flow of water.

ROOFS, AND THE NEED TO PREVENT 'ICE DAMS'

During the winter months we are subjected to snow and periods of rain and freezing rain. Excessive loads of ice and snow should not be allowed to remain on the roof throughout the winter months. This situation may cause back up and enter your home. It is the responsibility of the homeowner to remove the ice and snow from the roof. **REMOVE SNOW AND ICE WITH GREAT CARE,** as it is easy to damage the shingles. Another way to reduce the danger of ice dams is by installing heating coils along the roof. These coils simply melt the ice and allow the water to drain off the roof. These coils can be obtained at your local building supplier. Drain troughs should be kept free of debris at all times.
Note: **Coughlan Homes** will not accept responsibility for any damage caused by excessive snow load or ice damming.

ROOF SHINGLES

The shingles on your roof are self-sealing gravel coated tarpaper and with proper care should last many years. During your pre-move inspection, check the roof for missing shingles and note this on the inspection form, as any shingles that are damaged by wind or ice or snow after your occupancy are not the responsibility of **Coughlan Homes**. Any such damages should be reported to your insurance agent.

Every spring and fall all flashing and caulking should be checked for shrinkage, which could cause leakage resulting in damage to the interior of your home. We will correct any shrinkage reported to us within the first year of possession.

SOD

Your new lawn has been installed quite recently or will be in the near future and requires immediate maintenance. Although the lawn is delivered and laid in as fresh a condition as possible it will not stay that way unless the following main steps are followed by you.

1. Water the lawn immediately and frequently. Do not water in hot sun, it is better to wait until evening or early morning. For the first 14 days of installation it is recommended that the lawn be watered twice daily. It is imperative water completely penetrates through sod. Periodically lift sod to ensure complete saturation.

2. Do not walk on freshly laid sod. The topsoil underneath is soft from watering and footprints and other damage could result. We will not be responsible for such damages.

3. Fertilize the lawn, preferably in the spring and fall of the year. Do not over fertilize fresh sod which is already fertilized at the sod farms. It is best to wait until the following season.

In the early spring when the snow begins to melt, care should be taken not to let any snow or ice remain in one area, as this will cause a "Winter Killing of Sod". If you notice this condition forming, you should spread the snow or ice to allow it to melt. Any major shrinkage which occurs in the lawn due to ground settlement will be repaired by **Coughlan Homes** the following year. It should be noted that having a skating rink on your lawn might kill the grass. Carbon dioxide produced by the grass cannot escape through the ice, and thus trapped, it can suffocate the grass. **Coughlan Homes** will not accept responsibility for lawns damaged by skating rinks, or other ice build-ups.
*Homeowner assumes full responsibility for the lawn if proper maintenance is not followed.

SURVEYOR'S CERTIFICATE

After the house is built, a survey certificate which accurately located your house on the lot is prepared as part of your legal documents. Should you wish to install a fence after your first year, it is advisable to obtain the services of a surveyor to locate the lot lines and ensure that the fence is built on your property. Please note that we do not stake out your property for you, nor provide any boundary markers.

TREES ON YOUR PROPERTY

Coughlan Homes attempts to save trees whenever possible during construction of your home. However, it is impossible to guarantee their survival. You should immediately start a maintenance program to facilitate the continuation of the tree life. The builder will not replace any trees that die.
Coughlan Homes offers the protection of a one-year warranty on every tree newly planted by the builder. In general, we find that though the trees we plant are very hardy, they do require some maintenance and protection.
In your own best interest, you should observe due care in tending your tree, including regular watering and fertilizing especially during the first year of growth. Wire guides should remain in place for at least one season, until the tree is well rooted.

WEATHER STRIPPING (FOR WINDOWS AND DOORS)

Twice yearly you should lubricate the weather stripping and the tracks on the windows and doors. The material used for lubrication can be petroleum jelly, silicone or a bar of soap on the tracks. Although windows and doors are weather stripped they cannot be 100% leak proof in extreme conditions such as rain driven by high winds.

WINDOWS AND GLASS

The thermopanes are guaranteed against defects by the manufacturer. Any glass breakage for reasons other than seal failures, become your full responsibility.

These steps should be followed in caring for your windows.

1. Lubricate all moving parts with a silicone lubricant 2 - 4 times a year as required.

2. All caulking must be inspected annually paying attention to any signs of loss of adhesion. Such faults or cracks should be repaired immediately, using a superior grade of caulking. For additional warranty information from the manufacturer which can be found in the Appendix section of the manual.

EXCLUSIONS

Items not covered by **Coughlan Homes** or Ontario New Home Warranty Plan Act.

1. Defects in materials, design and workmanship in anything supplied by the owner.

2. Secondary damage caused by warranted defects. In other words, if a defect is under warranty, it's covered, but if it causes personal or property damage that is not covered.

3. Normal wear and tear. (e.g. Defects arising from condensation, contraction, expansion, and other occurrences, common to the type and grade of material employed, provided that such material meets building standards; weathering of exterior finishes, etc.)

4. Normal shrinkage of materials caused by drying after construction.

5. Damage caused by dampness or condensation due to failure by the owner to maintain adequate ventilation.

6. Damage resulting from improper maintenance, (e.g. sod damage due to lack of immediate and sufficient watering.)

7. Alterations, deletions or additions made by the owner.

8. Minor soil settlement in land around the house or along utility lines. However, soil settlement under the building foundation itself is covered.

9. Damage resulting from an Act of God. (E.g. wind, rain, hail, freezing, lightening, insects, fire, etc.,) or other acts not reasonably within the control of **Coughlan Homes.**

10. Damage caused by insects and rodents, unless the construction did not meet Ontario Building Code.

11. Damage caused by municipal services or other utilities.

12. Surface defects in workmanship and materials specified and accepted in writing by the owner at the date of possession.

13. All damages (scratches, chips, scrapes, stains, etc.) not listed on the Pre-delivery inspection (PDI) report.

14. Any special items agreed to between home owner and builder (such as appliances, rugs, special fixtures, and finishes) which are subject to a warranty or guarantee given by the manufacturer or supplier thereof; regardless of the terms of, or any conditions limiting such guarantee.

15. Minor drafts at door and window openings and at electrical outlets and baseboards.

16. Locating survey monuments and boundary lines.

17. Winterkill in lawns or damage resulting from animals or lawn furniture.

18. Death of a mature tree.

19. Damage to driveways caused by heavy or sharp objects or petroleum products.

20. Depression of less than six inches (6"), unevenness, flaking or surface stones, checking/cracking at the edges of asphalt driveways.

21. Minor surface cracks in concrete floors, porch or patio slabs due to normal shrinkage in concrete because of curing process.

22. Surface pitting, superficial cracking and marbling in concrete.

23. Minor efflorescent (white powder) on concrete and brick walls. No warranty for cleaning normal dirt accumulation on brickwork.

24. Sanding, painting, wall papering or finishing of year-end drywall repairs.

25. Cracking of toilet bowl or separation between floor and toilet caused by over tightening of bolts by purchaser.

26. Minor tool marks and blemishes in trim and other millwork surfaces.

27. Minor variations in colour, shading or wood grain on panels and trim.

28. Plumbing stoppages other than those caused by construction debris up to a period of one month.

29. Damage of plumbing fixture due to abrasive cleaners or careless use.

30. Replacement of faucet washer and “O” rings.

31. Exact colour match of any replacement material.

32. Settlement of exterior grading after final Municipal approval.

33. Uneven flooring within building standards.

34. Minor settlement in home (floors, wall, roofs, ceiling, etc.)

35. Damage to concrete slabs, walks, and garage floors caused by salt or calcium products.

36. Shrinkage of caulking around windows, kitchen counter tops, back splashes, tub enclosures, bathroom vanities.

37. Items not reported in writing to Coughlan Homes within your Builder’s Warranty period.

38. Exterior maintenance on the flashing around vent stacks and chimneys in roof are excluded from warranty coverage and are the responsibility of the homeowner to maintain.

39. GARAGE DOORS: Adjustments for tracks, rollers and weather-stripping, are considered homeowner’s responsibilities. Any damages are considered homeowner’s responsibilities. Any damage caused by the improper installation of automatic door openers not installed by **Coughlan Homes** shall void service protection to these items and installations.

40. SKYLIGHTS: Service does not extend to moisture ingress through flashed or caulked areas, which maintenance is the responsibility of the homeowner.

41. BRICKWORK: (Mortar Cracking & Spalling) any bricks required to be replaced will be done at the option of the Builder and the purchaser acknowledges that the colour match to the originally installed brick cannot be guaranteed. Hairline cracks are not normally a cause for concern.

ABOUT YOUR HOUSE

CE1

MEASURING HUMIDITY IN YOUR HOME

DO YOU HAVE A HUMIDITY PROBLEM?

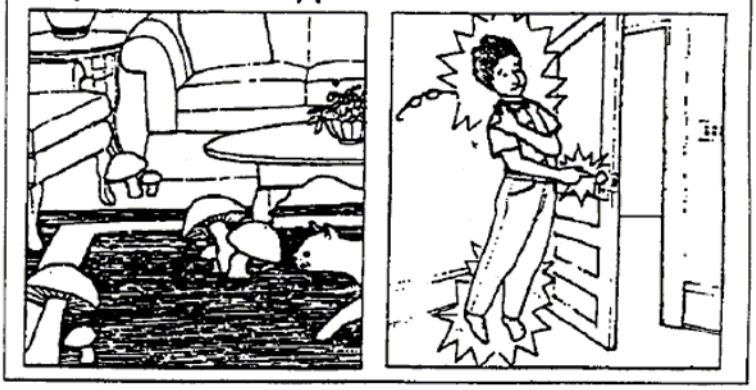
Straight facts about humidity

Humidity is the amount of moisture or water vapour in the air. You, your family, and your pets produce moisture when you breathe or perspire. Even your indoor plants produce moisture. We add water vapour to indoor air through routine household activities: cooking, showering, bathing, doing laundry, and dishwashing. And more moisture can enter your home from the surrounding soil through a basement or crawl space.

When is humidity a problem?

We need humidity for our comfort and health. But too much or too little humidity can produce a host of difficulties for householders. (See *Humidity Hassles*) Some of the problems are no more than nuisances; others could be far more serious. Many are familiar to Canadians, often occurring during the heating season when it is very cold outside, our windows are closed, and indoor air circulation and ventilation are reduced.

Do you have a humidity problem?



Humidity Hassles

	Too much humidity	Too little humidity
Typical symptoms	Condensation on windows Wet stains on walls and ceilings Moldy bathroom Musty smells Allergic reactions	Chapped skin and lips Scratchy nose and throat Breathing problems Static and sparks Problems with electronic equipment
Long-term effects	Damage to the house and contents Ongoing allergies Other health problems	Continuing discomfort Damage to furniture and other items

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HOME TO CANADIANS

Canada

Diagnosing the humidity problem

Instead of guessing whether or not you have a humidity problem inside your house, why not find out for sure?

A small, inexpensive and easy-to-use instrument called a hygrometer (sometimes referred to as a humidity sensor or relative humidity indicator) can measure the humidity level in your house and confirm whether the house has too much or too little humidity. Once you know for sure, you can decide whether any action is required and, if so, what to do.

So you want to buy a hygrometer

The two types of hygrometers that are most suitable for household use are mechanical hygrometers and electronic hygrometers. The box *Your Choices* highlights important characteristics of each type. For most households, either type will perform satisfactorily if properly used and calibrated. (See *Getting Accurate Readings* on page 3 for information about calibration.)

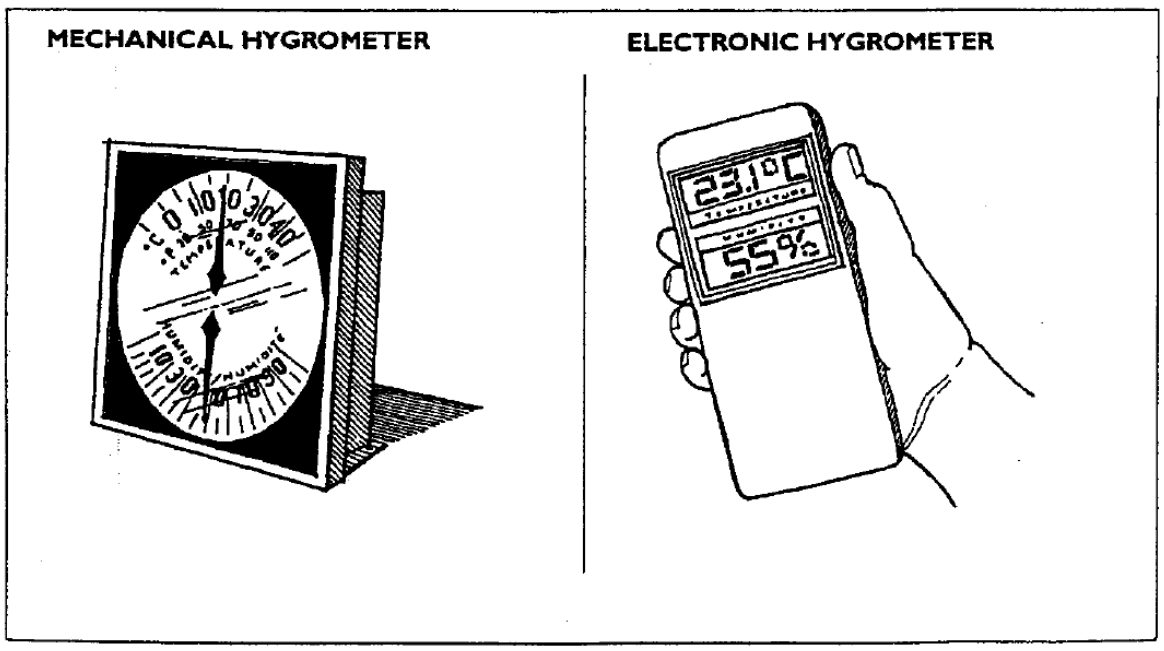
Hardware stores, department stores, building supply stores and electronics stores often carry hygrometers. In fact, hygrometers are usually sold wherever you would buy a room thermometer. Hygrometers and room thermometers are often combined into a single piece of equipment.

Using your hygrometer

Your hygrometer will show the relative humidity (RH) in your house. Although the RH will not be exactly the same throughout your home, one hygrometer per house is usually sufficient. You should place it where the humidity symptoms are most obvious, in the room that you are most concerned about, or where your family spends the most time. Because hygrometers are small, they can be moved around in your house from time to time.

Don't place your hygrometer near a radiator, a heat register or a chimney, or in any other location where it could be affected by direct heat.

Remember that a hygrometer does not produce instant results. It may take up to two hours to provide a stable reading in a new location or to adjust to sudden changes in relative humidity.



Relative humidity

Humidity is normally measured as relative humidity (RH). RH is a percentage that indicates the amount of moisture in the air relative to the maximum amount the air can hold at that temperature. For instance, when air at a given temperature contains all the water vapour it can hold at that temperature, it has a RH of 100 per cent. If the humidity exceeds 100 per cent, moisture will begin to condense from the air. If the air contains only half the water it can hold at that temperature, the RH is 50 per cent.

Warm air can hold more moisture than cool air, so that the RH of a sample of air will change as the temperature changes, even though the actual amount of moisture in the sample air does not. For example, as a sample of air cools the RH rises.

Your choices

	Mechanical Hygrometers	Electronic Hygrometers
Cost	$10 to $20	About $35 to $60
Appearance	Plastic or wood; often round with a pointer and dial display	Plastic construction, LCD display
Batteries required	No	Yes
Sensitivity to humidity	May "stick" if humidity does not change for a long time	Sometimes slow to respond to changes in humidity
Accuracy	Reasonably accurate once calibrated	Usually accurate in the mid to high-humidity ranges; inaccurate in the lower ranges (below 30 per cent relative humidity)
Ease of calibration	Some can be physically corrected by adjusting the pointer	Cannot be physically corrected

Getting accurate readings

You should make sure that your hygrometer provides accurate readings. The technical term for this is calibration. When you calibrate your hygrometer, you are testing its accuracy by comparing it with an independent standard.

Calibration made simple

All hygrometers should be calibrated. Some are not properly set when they leave the factory. Others, even the best models on the market, may experience what is known as drift, which means that they do not hold their accuracy over long periods and need to be re-calibrated.

Calibration is easy. A step-by-step procedure using everyday household items is described in the box on the next page. The basic principle is to create a small-scale environment where the relative humidity is known. You place your hygrometer in this environment and compare its reading to the known humidity level.

Calibrating your hygrometer–You can do it!

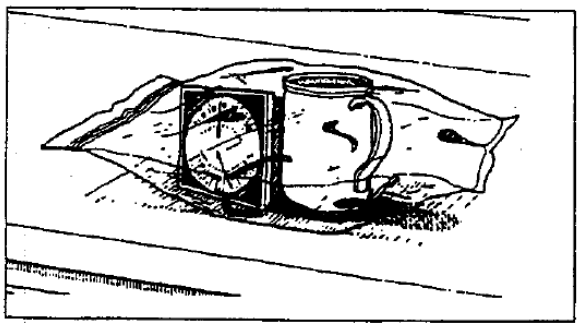
Ingredients
- 125 ml (about 1/2 cup) table salt
- 50 ml (about 1/4 cup) tap water

Equipment
- hygrometer
- a coffee cup
- a large, 5-litre, clear Ziploc™ bag or a well-sealed pressure cooker

Step 1. Get to know your hygrometer. If your hygrometer has a pointer, look for screws or knobs on it that will allow you to move the pointer. If there are none, or if you have an electronic hygrometer, physical adjustment will not be possible, but you can still calibrate.

Step 2. Prepare the mixture. Place the tap water and the table salt in the coffee cup and stir for about a minute.

Step 3. Set up. Put the coffee cup and your hygrometer inside the plastic bag or pressure cooker, and seal tightly. (Note that salty water can damage your hygrometer if it comes in direct contact with it.) Put the bag or pressure cooker in a draft-free place and out of direct sunlight, where the room temperature is likely to remain even.



Step 4. Check your RH reading. After eight to 12 hours, note your hygrometer's RH reading. Your hygrometer should read about 75 per cent, the standard. If it does, you do not need to adjust it. If it does not read close to 75 per cent, note the difference between your hygrometer reading and 75 per cent. Go to step 5.

Step 5. Correct to the standard. If your hygrometer is adjustable, immediately adjust the reading to 75 per cent. If your hygrometer cannot be adjusted, record the difference you noted in Step 4. In the future, each time you take a reading from your hygrometer, you will need to add or subtract that difference.

How often should you calibrate?

Once you have calibrated your hygrometer, you can be confident that you are getting accurate readings. Even so, you should re-calibrate your hygrometer at least once a year, especially if it is a mechanical instrument, to make sure that it continues to work properly.

Humidity: How much is too much, or too little?

Experts have developed rules of thumb to help homeowners make decisions regarding humidity levels in their houses. The limits should be used as guides only. Acceptable or comfortable humidity levels will actually vary from season to season, from house to house, and even between rooms in the same house.

Some rules of thumb to prevent window condensation during the heating season

Recommended indoor RH:
30 per cent to 50 per cent

When it is below –10C outdoors, recommended indoor RH: 30 per cent

Taking action

Humidity can be controlled. If the relative humidity in your home is too high, you can reduce it; if it is too low, you can increase it.

This may require simple changes in your family's habits, such as remembering to open or close doors or windows. Or you may need to install equipment, such as exhaust fans in bathrooms or kitchens, to remove excess humidity. Very low indoor RH levels in winter may be due to cold, dry air leaking in from outside. Sealing up the house by weatherstripping and caulking will improve humidity conditions indoors, and may reduce your heating bills at the same time. Humidifiers— both stand-alone appliances and devices attached to your furnace—can be useful for increasing indoor RH levels. But remember that humidifiers, if not installed, used and maintained properly, can also be sources of excess of moisture and mold in your home.

The final analysis

Humidity levels in your home can be too high or too low. In either case, problems can result.

A hygrometer can provide the information you need to determine whether you have a humidity problem – but it must be accurate to be useful.

If you have a humidity problem, it can usually be controlled.

To Whom It May Concern:

As of September 1, 2004, the Ontario Building Code has been amended to specify that the maximum hot water temperature supplied to fixtures in residential occupancies shall not exceed 49 degrees Celsius or 120 degrees Fahrenheit. These provisions do not apply to projects where the building permit has been issued by that date or when drawings and specifications are substantially completed before September 1st, 2004 and a building permit application has been submitted before December 1st, 2004. This requirement exempts dishwashers and clothes washers. The Ministry of Municipal Affairs, Building and Development Branch, in response to concerns raised by stakeholders and the public, has amended the code to include these requirements which are intended to reduce the incidence of scalding due to excessive water temperatures.

Some common options for compliance with the requirements of Article 7.6.5.1 include:

- Installation of pressure balanced or thermostatic-mixing shower or tub and shower valves and an anti-scald device at each hot water faucet, or
- Installation of an anti-scald mixing valve at the outlet of the water heater to lower the temperature to 49C, or
- Installation of a water heater with an integral anti-scald device.

You should be aware that according to the Ministry, the replacement of a domestic water heater is a material alteration and that, as such, the installation should be carried out to ensure that the temperature of the hot water at the existing taps does not exceed 49C. If a faucet is replaced, the temperature of the hot water at that faucet shall not exceed 49C. If an existing plumbing system is extended, only those faucets installed on the extended portion of the system are required to be regulated to 49C.

The setting of the thermostat on the water heater to 49C will not be considered as sufficient compliance with Article 7.6.5.1. There are a number of reasons for this and they include but are not limited to:

- Thermostats are not calibrated, achieving a temperature of 49C is virtually impossible and in all probability the temperature will be much less;
- Reduced temperatures raise the potential for legionella colonization in the tank. While many experts believe that this does not pose a problem for healthy adults, there are an equal number that do believe that the elderly, children and those with health problems are at risk, this raises the issue of putting a segment of the population unknowingly at risk of contracting Legionnaires Disease;
- Reduction of temperatures will lead to a decreased volume of hot water available to consumers at certain times of the year, thermostats will be adjusted upwards by service people or owners to compensate for this reduction;
- ~~As the thermostat ages it becomes less accurate at measuring temperatures, ultimately temperatures~~ in the water heater will rise. Current codes require a water heater to be equipped with a temperature relief valve or a device that is designed to shut off the supply of electricity or fuel and will limit the temperature to less than 99C, far above the 49C.
- The installation of anti-scald devices addresses the technical limitations of the water heater and thermostat.
- Standing Committees responsible for technical content in the Plumbing Code reviewed comments on this issue from the public and various stakeholders including Safe Kids Canada, CSA, CIPH, water heater manufacturers, Health Canada, etc. and recommended that water be stored at a higher temperature and be delivered at a lower temperature.

Should you have any questions concerning the implementation of Article 7.6.5.1, please contact the undersigned.

Plumbing Inspector

Hot Seat

Tunnel vision

Plumbing contractors should expect some heat from their customers as a result of a recent decision by building code officials to reduce the maximum domestic hot water (DHW) temperature at the tap. Phones will ring as customers wonder why their water is lukewarm.

The reason? The Canadian Commission on Building and Fire Codes (CCBFC) has accepted a recommendation that water at the fixture be restricted to a maximum of 49°C (120°F).

For anyone that has followed this soap opera through the pages of *Plumbing and HVAC Product News* over the past year, it gives a rare insight into the National Building Code process and shows how one well-meaning organization - albeit one with tunnel vision - can have a dramatic effect on the everyday lives of all Canadians.

Safe Kids Canada - the national injury prevention program of The Hospital for Sick Children' in Toronto - lobbied national code officials to reduce the maximum allowable domestic hot water temperature for a storage-hot water tank from 60°C to 49°C in the National Plumbing Code.

The group presented considerable evidence that: a) children are more susceptible to scalding than adults and b) that reducing the DHW temperature to 49°C would substantially reduce the risk of scalding. There is no debate on either point.

The plumbing industry is more than willing to get behind any proposal that reduces the risk of scalding. Innovations such as pressure balancing shower valves and single-handle faucets have gone a long way to reduce such injuries in Canadian homes.

But there was a major problem with the Safe Kids proposal. The threshold for Legionella bacteria (Legionella pneumophila) is 55°C. It causes Legionnaire's Disease, a particularly deadly form of pneumonia.

As a result, the industry suggested a compromise - that storage-type DHW tanks remain at 60°C, but a mixing valve or other anti-scald device be incorporated into the plumbing system at each fixture to reduce the DHW temperature to 49°C. As reported in the November/December issue of *Plumbing & HVAC Product News*, that compromise was approved by the Standing Committee on Building and Plumbing Services of the National Research Council.

That should have been the end of it. The final stage - approval by the CCBFC for inclusion in the next edition of the National Plumbing Code - should have been a formality. And it would have been, except that Safe Kids - despite the concerns over Legionella - kept pushing to have the minimum DHW temperature reduced to 49°C.

By the time the CCBFC met in Victoria, B.C. in April, the requirement that DHW storage tanks remain at 60°C had been dropped from the wording. Once again, the industry lobbied to have this reinstated. The CCBFC appointed an ad hoc committee to study the issue.

A month later, not only did the committee recommend reinstating the 60°C requirement, but they also wrote a letter to the Canadian Standards Association (CSA) urging a change in the water heater design standard that would make it impossible for the homeowner to turn the temperature below that point.

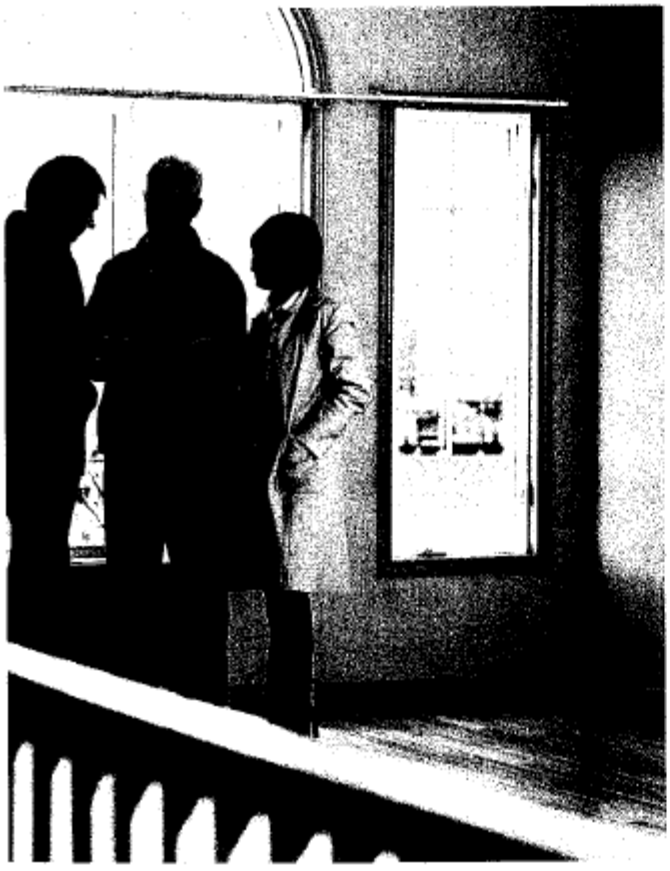
The industry has survived another crisis, but for the working plumber the difficulties are just beginning. Never mind the $200 additional cost to install mixing valves in each new home, the biggest complaint will concern lukewarm water. The plumber, if he follows the code as required to do as a condition of holding a plumbing license, will be powerless to do anything. Unhappy customers will make the necessary modifications themselves or find an unlicensed contractor that will.

The end result will be a boost for the unlicensed trade, the growth of which the industry is trying so hard to restrict, along with plumbing systems in many Canadian homes that don't comply with the National Plumbing Code. That isn't good for the industry and it certainly isn't good for the children that Safe Kids Canada is trying to protect.

Your Home's Statutory Warranty – Roles and Responsibilities

As required by the ***Ontario New Home Warranties Plan Act***, every new home built in Ontario comes with specific warranty coverage provided by your builder (and backed by Tarion) or provided by Tarion directly. This booklet provides details about your home's **statutory warranty** coverage and the process for addressing warranty-related matters.

The statutory warranty process involves three parties: the homeowner, the builder, and Tarion. Each party has specific roles and responsibilities which are outlined below.



Open lines of communication between homeowners and builders help ensure that warranty service is successfully carried out.

The Homeowner's Role

There are a few things you must do to protect your home's **statutory warranty**. Doing so will help ensure that you have a successful new home experience and failing to do so could put your home's statutory warranty in jeopardy.

To protect your home's statutory warranty:

1) You should attend the Pre-Delivery Inspection ("PDI") with your builder in order to view your home before you take possession to assess its condition at that time. Use this opportunity to learn how to operate your home's systems, including heating, electrical, plumbing and air conditioning.
2) Complete the appropriate **Statutory Warranty Form(s)** and submit them to Tarion on time. The required Forms for most of the items that may arise during the first two years of possession are included in this booklet.
3) Send a copy of your completed Statutory Warranty Form(s) to your builder so they can repair or otherwise resolve the items. Be sure to provide your builder and their tradespeople with access to your home during regular business hours to make any necessary repairs.
4) After you submit a Statutory Warranty Form, your builder has a specific period of time in which to repair or otherwise resolve the **warranted** items listed. If the items are not resolved within that time, then you have 30 days in which to contact Tarion to request a **conciliation**. If you do not contact us within that time period, we will not be able to help resolve the situation.
5) It is important that you properly maintain your home. To help you do this, a maintenance information section is included on page 18 of this booklet. If your builder has provided you with additional maintenance guidelines, you should also refer to them.

The Builder's Role

Your builder provides **statutory warranty** coverage for your **home** during the first two years of possession, and is responsible for following the minimum customer service requirements to address warranty items as outlined in this booklet.

Based on these requirements, your builder must:

1) Provide you with a copy of the *Homeowner Information Package* at or before your Pre-Delivery Inspection (described on page 3). It must contain their contact information for use in the event that an emergency should arise (this may be in a covering letter or on a business card inserted into the inside back pocket). To confirm receipt of this booklet, you or your designate will be asked to sign either the Confirmation of Receipt of the *Homeowner Information Package* Form or the **Certificate of Completion and Possession ("CCP")**.
2) Conduct a PDI of your completed home before you take possession to assess its condition. At the PDI, they must provide you with a copy of a completed *PDI Form* noting any deficiencies, unauthorized substitutions or items that cannot be inspected because they are incomplete, missing, inaccessible or obscured from view. Your builder should also take some time to show you how to operate your home's systems (including heating, electrical, plumbing and air conditioning).
3) Provide you with a completed **CCP** for your home, including the **date of possession** (the date on which your builder transfers the right of occupancy of the home to you).
4) Provide warranty service based on the regulatory time periods described in this booklet. The time periods for repairs may vary depending on whether the repair method would be affected by the weather.

Note: Your builder may choose to exceed the minimum requirements by providing additional warranty coverage or faster service. You should refer to your **purchase agreement** to determine whether your builder will provide any additional warranties on your home.

Tarion's Role

Tarion is responsible for ensuring that builders provide the warranty coverage that homeowners are entitled to under the **Act** and for ensuring that they follow minimum customer service standards to repair or otherwise resolve **warranted items.** We work with homeowners and builders to adjudicate or resolve disputes about statutory warranty coverage, how repairs should be completed, and how much time the repairs will take. Under the Act, Tarion is able to become involved in a claim only at a homeowner's request, so be sure to file your **Statutory Warranty Forms** on time as you will not be able to request our help unless you do so.

Tarion is also responsible for helping both builders and consumers understand their rights and obligations under the Act. We are available to answer questions, so please feel free to contact us at 1-877-9TARION during regular business hours, or refer to our website at www.tarion.com.

Finally, as the regulator of Ontario's home building industry, Tarion licenses new home builders annually and ensures that they have the technical experience, customer service capability and financial standing required to build new homes.

The Pre-Delivery Inspection

The Pre-Delivery Inspection ("PDI") takes place when your new home is ready for occupancy, making it the first opportunity to view your completed home and assess its condition before you take possession. During the PDI, you and/or an individual you select to attend (your designate) will be given the opportunity to examine the interior and exterior of the home with your builder or your builder's representative present. The objective of this inspection is to make a written record of all items that are incomplete, damaged, missing, inaccessible or not operating properly.

It is the builder's responsibility to explain how the various systems in your home work – including the heating, electrical, plumbing and air conditioning – thus making the PDI a good opportunity for your builder to go through them with you. It is very important that you understand how to operate your home's systems because not using them properly could affect your warranty coverage.

Due to the importance of the PDI, we suggest that you choose a different time to show your new home to family and friends. Your focus during the inspection should be on observing the home itself and listening to the instructions provided by your builder.

Using a Designate at the PDI

You can have someone accompany you to the PDI or send a designate to attend on your behalf. There is no restriction as to whom you may choose to be your designate. However, if you intend to send a designate to the PDI in your place, your builder may require you to notify them in advance and provide written authorization from you that this person may sign (on your behalf) the *PDI Form*, the CCP, and/or the Confirmation of Receipt of the *Homeowner Information Package* Form. Check your **purchase agreement** to see if such notification is required.

The PDI Form and Certificate of Completion and Possession

During the PDI, your builder will provide a *PDI Form* on which any items that need attention must be recorded. It is important to note that the *PDI Form* serves as the official record of the condition of your home before you move in. After all the items are recorded on the *PDI Form*, you or your designate will review and sign it to confirm that the listed items are complete and accurate.

You will also be asked to review and sign a Certificate of Completion and Possession. This document states your home's **enrolment number** with Tarion and the **date of possession**, which is also the start date of your **statutory warranty**. Your builder will give you copies of the completed *PDI Form* and CCP for your records and forward copies to us.

What Should I Look for During the PDI?

During the PDI, you should identify any damaged, incomplete, or missing items, as well as anything that is not operating properly or cannot be assessed because it is obscured from view or inaccessible. All such items should be included on the *PDI Form*.

Be sure to examine both the interior and exterior of the home. While inside, look for things like chips in the porcelain or scratches on counter tops, damage to floors or walls, and doors and windows that are not secure or do not open and close easily. When you go outside, check things like the quality of brickwork and siding, whether window screens have been installed, and the appearance of the driveway and landscaping.

You should also note on the *PDI Form* any unauthorized "substitutions" of items to be selected under or referred to in your **purchase agreement**. You may want to bring a copy of your purchase agreement with you to the PDI for reference.

A more detailed description of the PDI – including a checklist of interior and exterior items that should be examined – can be found in the brochure called "Getting Ready for the Pre-Delivery Inspection," which is published by Tarion and available in the Resources Section of our website at www.tarion.com.

The PDI for Common Elements
(Applies to Condominiums Only)

Condominium Common Elements are not included in the PDI of your unit. The condominium Board of Directors may complete a separate PDI with the builder for all of the common elements. If you see any damage or defects in the common elements, you should notify the Board of Directors so that they can decide whether to record them in a common elements PDI or to take action under the common elements warranty.

What are Substitutions?

If your **purchase agreement** gave you the right to select certain items of construction or finishing, such as colours and styles, these usually cannot be substituted without your written consent. In addition, if your purchase agreement states that your new home will include particular items (such as a certain model of appliance, or a specific brand of window) but does not give you the right to make a selection, then such items can only be substituted with items of equal or greater quality.

If you think that an unauthorized substitution has occurred, it should be noted on the *PDI Form*. If you are unsure about your rights regarding unauthorized substitutions, you may wish to seek the advice of a lawyer.

What Happens to the PDI Form?

Once the *PDI Form* has been completed and signed, your builder will give you a copy for your records. Your builder will also submit the original to us within 15 days after your home's **date of possession.**

IMPORTANT:

The *PDI Form* is not the same as a **Statutory Warranty Form**, such as the *30-Day Form*. It is simply a formal record of your new home's condition before you moved in and it will be used by Tarion as a reference for assessing future statutory warranty claims. You must use a Statutory Warranty Form to initiate the statutory warranty process. So, if you find that any of the items listed on the *PDI Form* have not been repaired or otherwise resolved, you should list them on the *30-Day Form*.

Your Home's Statutory Warranty – What's Included

The **Act** protects new homeowners by requiring that all builders repair or otherwise resolve any item in a new home that is covered by statutory warranty. The following sections outline the various warranties and protections that are guaranteed to new homeowners under the Act, however, many builders have chosen to exceed the minimum requirements. You should refer to your **purchase agreement** to determine whether your builder will provide faster service or additional warranties on your home.

Your home's statutory protection begins before you move in, providing both deposit protection and compensation for delayed closings/occupancies. After you move in, there are three specific statutory warranties: the one year warranty, the two year warranty, and the seven year warranty covering major structural defects. These warranties begin on the **date of possession** of your home, which may be different than the closing date.

If you would like more details about any aspect of your home's statutory protection, please visit our website at www.tarion.com, or call us at 1-877-9TARION.

You are entitled to warranty coverage up to a maximum of $150,000 for most types of claims covered by the one, two and seven year warranties. There is a maximum of $15,000 for **warranted** damage related to damage caused by environmentally harmful substances or hazards and a maximum of $25,000 for coverage of septic systems.

Deposit Protection

Your deposit is protected by Tarion, up to a maximum of $40,000 for freehold homes and $20,000 for condominium units* in the event that your builder is unable to complete the sale of your new home because of bankruptcy, their fundamental breach of the **purchase agreement**, or in the event that you are otherwise legally entitled to treat your purchase agreement as at an end before closing.

If you have entered into a contract with a builder to construct a freehold home on lands you own, the money that you pay to the builder will be protected up to $40,000. Tarion will pay the difference between the value of the work and materials supplied by the builder and the amount you paid the builder in the event that the builder fails to substantially perform the contract.

Before treating your purchase agreement as at an end before closing, you should consult a lawyer to ensure that you will be within the scope of the deposit protection under the **Act**. To make a claim for a deposit refund, please contact us at 1-877-9TARION.

Delayed Closing Compensation

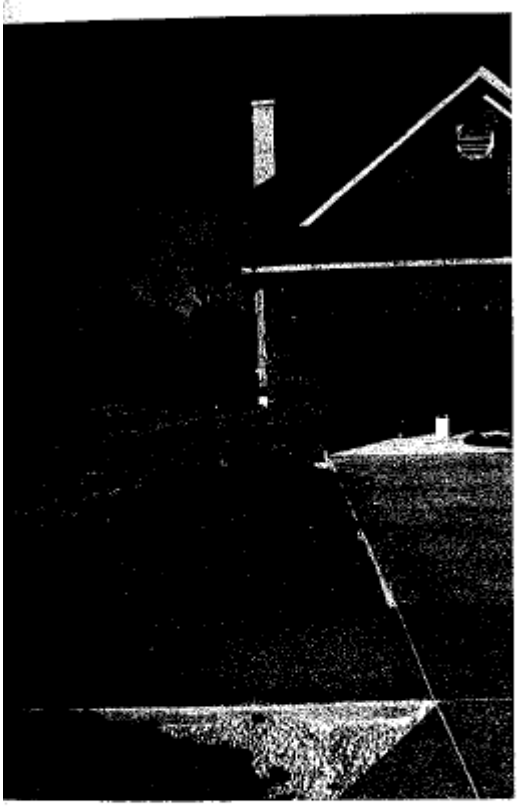
(This Section Applies to Freehold Home Buyers Only)

The **Act** specifies that your builder may delay closing of your home for up to five days without giving notice or paying compensation. They may also delay closing for up to 120 days with proper written notice (as described on page 6) without paying compensation.

If, however, the closing date of your new home is delayed more than five days without proper written notice, or more than 120 days in total from the closing date specified in your **purchase agreement** (either the original closing date or a new closing date specified in an amendment to the purchase agreement agreed to by you and your builder), then you may be entitled to compensation from your builder up to a maximum of $5,000.

If you agree to extend your closing date by way of an amendment to your purchase agreement or if your purchase agreement specifies only a tentative or unclear closing date, you may not be eligible for compensation. There is no compensation for delays caused by strikes, fire, floods, civil insurrection or "acts of God". In addition, compensation is not payable for delays for which you are responsible.

If you are unsure about your rights regarding delayed closing, you may wish to seek the advice of a lawyer.



What constitutes "proper notice" from my builder about a delay in the closing of my home?

Your builder is allowed to extend the closing date of your new home to a new closing date as follows:

- Once by up to 15 days if they give you written notice of the new closing date at least 35 days in advance; or
- Once by up to 120 days, if they give you written notice of the new closing date at least 65 days in advance. If that is insufficient, your builder may further extend the closing date by an additional 15 days, if they give you proper written notice of the new closing date at least 35 days in advance and if the final new closing date is not more than 120 days later than the original closing date specified in your **purchase agreement** (or an amendment to it).

Does a delayed closing allow me to terminate the purchase agreement?

If the closing date of your home is delayed more than 120 days from the closing date specified in your **purchase agreement** (or in an amendment to it), you have the right to terminate the purchase agreement between day 121 and day 130. For example, if your original closing date is October 23, 2005, it can be extended by your builder as described above until February 20, 2006. If the purchase is not completed by then, you would have from February 21, 2006 to March 2, 2006 to terminate the purchase agreement. If you choose to terminate the purchase agreement within this time period, then your builder must refund your deposit.

If you don't terminate the agreement by day 130, your builder is entitled to additional delays of up to 120 days total. During this time, under the Act, your new closing date will be deemed to be the date that is 5 days after the date on which the construction of your home is completed. If the further 120 days expire (on June 30, 2006 in the example) without the purchase being completed and you and your builder cannot mutually agree to a new closing date, then the purchase agreement will automatically terminate and your builder must refund your deposit plus interest for the period that has elapsed beyond the initial 120-day delay.

When and how can I claim compensation?

If you are entitled to compensation as described above, you may make a claim to your builder for compensation after you complete the purchase of your new home and at any time in the first year of possession. If your builder does not pay your claim or if you and your builder cannot agree on the amount of compensation payable, you may make a claim to Tarion during the first year of possession. To do so, please contact us at 1-877-9TARION to obtain a *Delayed Closing Form* package. Keep all your receipts and other supporting documents related to your expenses during the period in which the closing was delayed, as you may be required to provide them so we can assess your claim.

Delayed Occupancy Compensation (This Section Applies to Condominium Unit Buyers Only)

The **Act** specifies that your builder may delay occupancy of your condominium unit for up to five days without giving notice or paying compensation. They may also delay occupancy for up to 135 days with proper written notice as described below without paying compensation.

If, however, the closing date of your new home is delayed more than five days without proper written notice, or more than 135 days in total from the confirmed occupancy date specified in your **purchase agreement** (either the original confirmed occupancy date or a new date specified in accordance with your purchase agreement), then you may be entitled to compensation from your builder up to a maximum of $5,000.

If you agree to extend your confirmed occupancy date by way of an amendment to your purchase agreement, you may not be eligible for compensation. There is no compensation for delays caused by strikes, fire, floods, civil insurrection or "acts of God". In addition, compensation is not payable for delays for which you are responsible.

If you are unsure about your rights regarding delayed occupancy, you may wish to seek the advice of a lawyer.

What's the difference between "confirmed" and "tentative" occupancy dates?

Every purchase agreement for a condominium unit will include either a confirmed occupancy date or a tentative occupancy date. If a tentative occupancy date is given, your builder is required to inform you in writing of the confirmed occupancy date no later than 30 days after the roof assembly is completed (or another specific stage of construction as specified in the purchase agreement). If you are not given notice of the confirmed occupancy date by at least 90 days before the tentative occupancy date, then the tentative occupancy date will automatically become the confirmed occupancy date for the purpose of calculating compensation for the delay.

What constitutes "proper notice" from my builder about a delay in the occupancy of my home?

Once the confirmed occupancy date is established, your builder is allowed to extend it as follows:

- Once by up to 15 days if they give you written notice of the new confirmed occupancy date at least 35 days in advance; or
- Once by up to 120 days, if they give you written notice of the new confirmed occupancy date at least 65 days in advance. If that is insufficient, your builder may further extend the date by an additional 15 days, if they give you proper written notice of the new confirmed occupancy date at least 35 days in advance and if the final new confirmed occupancy date is not more than 135 days later than the original confirmed occupancy date.

Does a delayed occupancy allow me to terminate my purchase agreement?

The terms of your **purchase agreement** will determine whether a delayed occupancy will entitle you to terminate that agreement. If you are unsure about your rights regarding termination of your purchase agreement, you may wish to seek the advice of a lawyer.

When and how can I claim compensation?

If you are entitled to compensation as described above, you may make a claim to your builder for delayed occupancy compensation after you take occupancy of your unit and at any time in the first year of possession. If your builder does not pay your claim or if you and your builder cannot agree on the amount of compensation payable, you may make a claim to Tarion during the first year of possession. To do so, please contact us at 1-877-9TARION to obtain a *Delayed Occupancy Form* package. Keep all your receipts and other supporting documents related to your expenses during the period in which the occupancy was delayed, as you may be required to provide them so we can assess your claim.

The One Year Warranty

Your home's statutory one year warranty coverage begins on the date you take possession of the home and ends on the day before the first anniversary of this date. For example, if your home's **date of possession** is October 23, 2005, the one year warranty begins on October 23, 2005 and ends on October 22, 2006. The one year warranty is provided by your builder and it requires that the home be:

- Constructed in a workmanlike manner and free from defects in material;
- Fit for habitation;
- Constructed in accordance with the Ontario Building Code; and
- Free of major structural defects.

Did You Know –

All of your statutory warranties take effect on your home's date of possession and remain in effect even if the home is sold. Please note: The date of possession of your home may not be the same as its closing date.

The Two Year Warranty

Your home's two year **statutory warranty** coverage begins on the date you take possession of the home and ends on the day before the second anniversary of this date. For example, if your home's **date of possession** is October 23, 2005, the two year warranty begins on October 23, 2005 and ends on October 22, 2007. The two year warranty is provided by your builder and covers:

- Water penetration through the basement or foundation walls;
- Defects in materials, including windows, doors and caulking, or defects in work that result in water penetration into the building envelope;
- Defects in work or materials in the electrical, plumbing and heating delivery and distribution systems;
- Defects in work or materials which result in the detachment, displacement or deterioration of exterior cladding (such as brickwork, aluminum or vinyl siding);
- Violations of the Ontario Building Code affecting health and safety (including, but not limited to, violations relating to fire safety and the structural adequacy of the home); and
- Major structural defects*.

Does a delayed occupancy allow me to terminate my purchase agreement?

The terms of your **purchase agreement** will determine whether a delayed occupancy will entitle you to terminate that agreement. If you are unsure about your rights regarding termination of your purchase agreement, you may wish to seek the advice of a lawyer.

When and how can I claim compensation?

If you are entitled to compensation as described above, you may make a claim to your builder for delayed occupancy compensation after you take occupancy of your unit and at any time in the first year of possession. If your builder does not pay your claim or if you and your builder cannot agree on the amount of compensation payable, you may make a claim to Tarion during the first year of possession. To do so, please contact us at 1-877-9TARION to obtain a *Delayed Occupancy Form* package. Keep all your receipts and other supporting documents related to your expenses during the period in which the occupancy was delayed, as you may be required to provide them so we can assess your claim.

The One Year Warranty

Your home's statutory one year warranty coverage begins on the date you take possession of the home and ends on the day before the first anniversary of this date. For example, if your home's **date of possession** is October 23, 2005, the one year warranty begins on October 23, 2005 and ends on October 22, 2006. The one year warranty is provided by your builder and it requires that the home be:

- Constructed in a workmanlike manner and free from defects in material;
- Fit for habitation;
- Constructed in accordance with the Ontario Building Code; and
- Free of major structural defects.

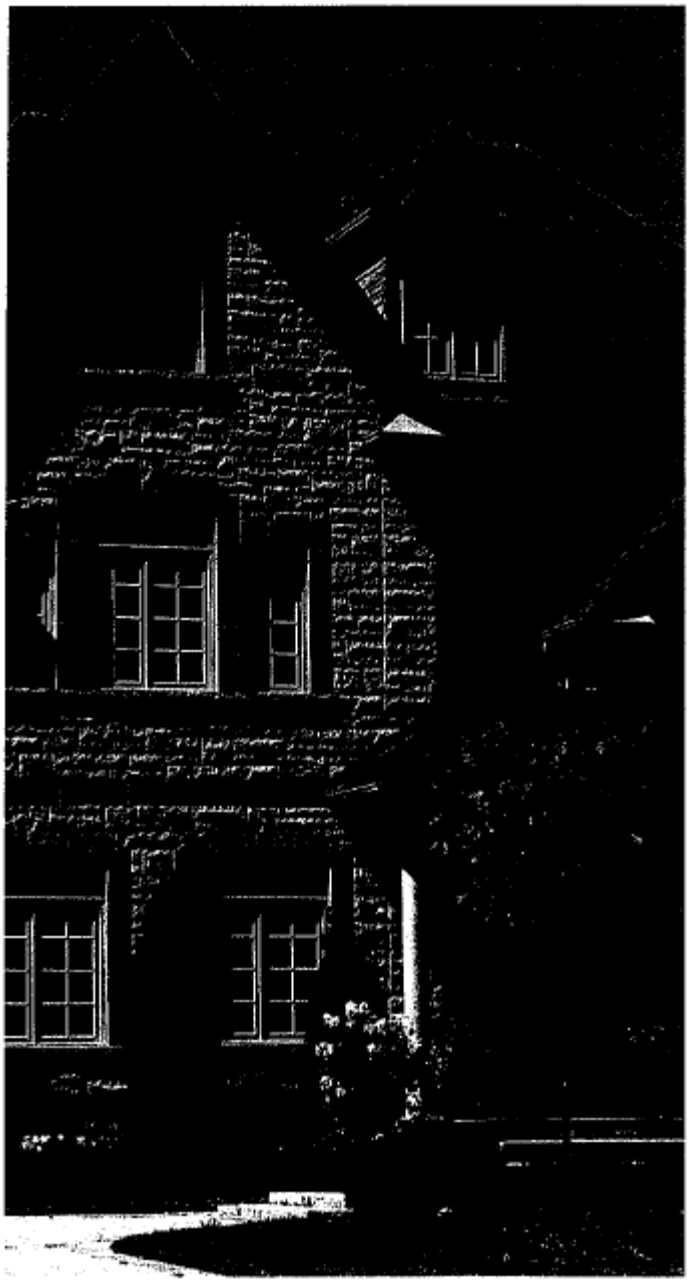
Did You Know –

All of your statutory warranties take effect on your home's date of possession and remain in effect even if the home is sold. Please note: The date of possession of your home may not be the same as its closing date.

The Two Year Warranty

Your home's two year **statutory warranty** coverage begins on the date you take possession of the home and ends on the day before the second anniversary of this date. For example, if your home's **date of possession** is October 23, 2005, the two year warranty begins on October 23, 2005 and ends on October 22, 2007. The two year warranty is provided by your builder and covers:

- Water penetration through the basement or foundation walls;
- Defects in materials, including windows, doors and caulking, or defects in work that result in water penetration into the building envelope;
- Defects in work or materials in the electrical, plumbing and heating delivery and distribution systems;
- Defects in work or materials which result in the detachment, displacement or deterioration of exterior cladding (such as brickwork, aluminum or vinyl siding);
- Violations of the Ontario Building Code affecting health and safety (including, but not limited to, violations relating to fire safety and the structural adequacy of the home); and
- Major structural defects*.



The Seven Year Warranty

Your home's seven year warranty covers major structural defects (MSD) and begins on the date you take possession of the home and ends on the day before the seventh anniversary of that date. For example, if your home's **date of possession** is October 23, 2005, the seven year MSD warranty begins on October 23, 2005 and remains in effect until and including October 22, 2012.

During the first two years of possession of your home, the seven year MSD warranty is provided by your builder. After that, during years three through seven, the warranty is provided directly by Tarion. A major structural defect is defined in the **Act** as:

- Any defect in work or materials that results in the failure of a load-bearing part of the home's structure or materially and adversely affects its load-bearing function; or
- Any defect in work or materials that materially and adversely affects the use of the building as a home.

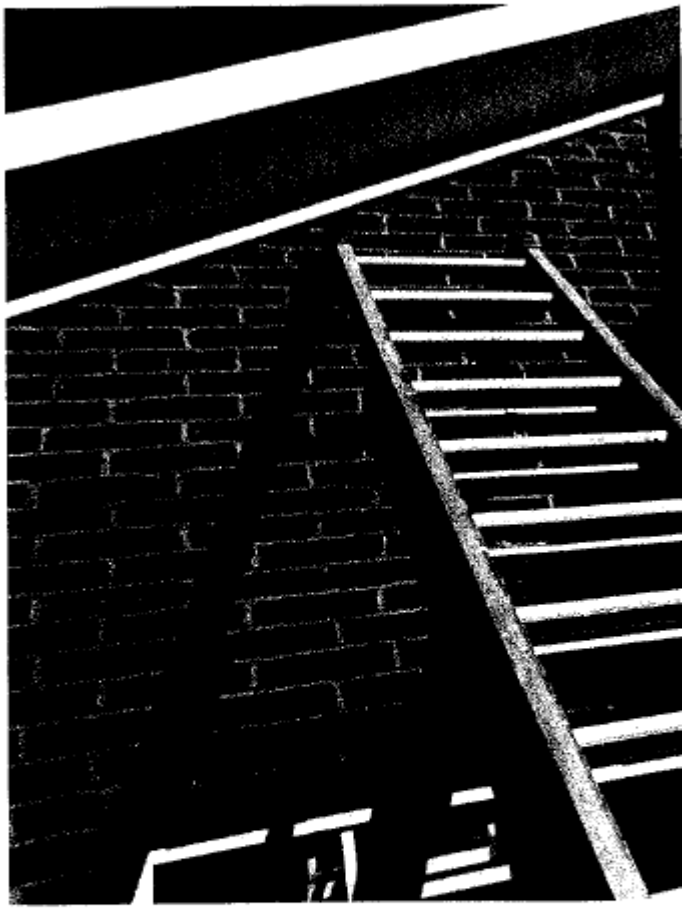
The seven year MSD warranty includes significant damage due to soil movement*, major cracks in basement walls, collapse or serious distortion of joints or roof structure and chemical failure of materials.

In addition to the general exclusions described on page 10, the seven year MSD warranty specifically excludes: dampness not arising from failure of a load-bearing portion of the building; damage to drains or services; and damage to finishes.

Your Home's Statutory Warranty – What's Excluded

The following conditions and/or items are not covered by the **statutory warranty**:

- Damage resulting from improper maintenance, such as dampness or condensation caused by the homeowner's failure to maintain proper ventilation levels or improper operation of a humidifier, hot tub or any other moisture-producing device.
- Alterations, deletions or additions made by the homeowner (such as changes to the direction of the grading or the slope of the ground away from the house).
- Defects in materials, design and work supplied or installed by the homeowner/purchaser.
- Secondary damage caused by defects under warranty. While the defects themselves are covered, the personal or property damage they cause is not. However, your homeowner insurance may cover secondary damage.
- Normal wear and tear, such as scuffs and scratches to floor and wall surfaces caused by homeowners moving, decorating, and/or day-to-day use of the home.
- Normal shrinkage of materials that dry out after construction (such as nail "pops" or minor concrete cracking).
- Settling soil around the house or along utility lines.
- Damage from floods, "acts of God", wars, riots, or vandalism.
- Damage from insects or rodents, unless it is the result of construction that does not meet the Ontario Building Code.



- Damage caused by municipal services or other utilities.
- Surface defects in work and materials noted and accepted in writing by the homeowner at the time of possession.
- Damage caused by the homeowner or visitors.
- Contractual warranties which lie outside the **Act**. You may have recourse for these warranties under your **purchase agreement**.

Protect Your Statutory Warranty – Submit Your Forms On Time

Tarion is responsible for ensuring that builders provide the warranty coverage that homeowners are entitled to under the **Act** and for ensuring that they follow minimum customer service standards to repair or otherwise resolve **warranted items**. We work with homeowners and builders to resolve disputes about **statutory warranty** coverage and to determine how repairs should be completed and how much time they will require. Under the Act, Tarion is able to become involved in a claim only at the homeowner's request, so be sure to file your **Statutory Warranty Forms** on time as you will not be able to request our help unless you do so.

When considering whether to submit a Statutory Warranty Form, you should to refer to your *PDI Form* or purchase agreement to determine whether any items remain outstanding or unresolved. If you are in doubt as to whether an outstanding item is covered by your home's statutory warranty, you can refer to Tarion's *Construction Performance Guidelines*, which outline what does and does not represent a **warrantable** defect for almost 300 items. The Guidelines are available on our website at www.tarion.com.

You should be aware that natural settling and the drying of construction materials will take place in your new home during the first year and this may affect items that are both warranty-related and non-warranty related.

Statutory Warranty Forms

In order to protect your warranty, you must use specific **Statutory Warranty Forms** to submit outstanding warranty items to Tarion, and you must submit the Forms within specific time periods as follows:

- During the first year of possession of your new home, a *30-Day Form* can be submitted during the first 30 days after you take possession and a *Year-End Form* can be submitted within the last 30 days of the first year of possession.
- During the second year of possession, a *Second-Year Form* can be submitted anytime.
- During years three through seven of possession, a *Major Structural Defect Form* can be submitted anytime.

Submission periods are subject to the **December 24 to January 1 (inclusive) Holiday Period.** In addition, where the submission period for a Statutory Warranty Form ends on a weekend or holiday, it is extended to the end of the next business day that is not a holiday (i.e., where the time period to submit a *30 Day-Form* ends on a Sunday, it will be extended to end on the next Monday where Monday is not a holiday). An example of this is provided in the *Year-End Form* section on page 12.

These Forms may be submitted to Tarion by bringing them to our office or by sending them via fax, courier or mail. Upon receipt of a Statutory Warranty Form, Tarion will send you a notice confirming the Form has been received on time. You should be aware that if a Form is sent by regular or registered mail, submission is effective on the postmark date. Forms sent by regular mail must be received by us on or before 10 days after the submission expiry date for that particular Form. If a Form is sent by registered mail and the postmark is missing or illegible, the date on the receipt given to you by the Post Office will be used. Submission by regular or registered mail is not advisable during a general interruption of postal service (during a labour dispute, for example).

During the first two years of possession, a copy of each form you submit to Tarion should also be sent to your builder so they can repair or otherwise resolve the items.

The 30-Day Form

Use the *30-Day Form* (provided with this booklet) to notify Tarion of outstanding **warranty items** during the first 30 days of possession of your new home. For example, if your home's **date of possession** is October 23, 2005, you can submit your *30-Day Form* between October 24, 2005 and November 22, 2005.

We recommend that you fill out and submit a *30-Day Form* on or about the 25th day after your home's date of possession. On this Form, you may include items that were listed on your *Pre-Delivery Inspection Form* that have not yet been addressed, as well as new items that you have discovered since taking possession of your home. Tarion will only accept and act on the first *30-Day Form* that is properly submitted on time, and only one *30-Day Form* may be submitted, so make sure it is complete. If we do not receive a *30-Day Form* from you on time, then you will have to wait until the last 30 days of the first year of possession of your home to notify us of outstanding warranty items.

The Year-End Form

Use the *Year-End Form* (provided with this booklet) to notify Tarion of outstanding **warranty items** during the last 30 days of the first year of possession of your new home. For example, if your home's **date of possession** is October 23, 2005, you may submit a *Year-End Form* to us between September 23, 2006 and October 22, 2006. Since, in this example, the year-end expiration of October 22, 2006 falls on a Sunday, the submission period is extended to the next business day, which is Monday, October 23, 2006.

You may submit only one *Year-End Form*, so be sure it is complete. Tarion will only accept and act on the first *Year-End Form* that has been properly submitted on time. If we do not receive a *Year-End Form* from you on time, then you will have to wait until the second year of possession of your home and you will only be able to report two year warranty items to us at that time.

Protect your warranty by submitting a *30-Day Form*. If you do not do so, you will have to wait until the last 30 days of the first year of possession of your new home to notify us of outstanding warranty items.

The Second-Year Form

Use the *Second-Year Form* (provided with this booklet) to notify Tarion of outstanding **warranty items** covered by the two year warranty or the major structural defect warranty that occur during the second year of possession. For example, if your home's **date of possession** is October 23, 2005, you may submit a *Second-Year Form* to us at any time between October 23, 2006 and October 22, 2007. *Second-Year Forms* may be submitted to Tarion anytime during this period and as often as required.

The Major Structural Defect Form

At any time during the third year of possession of your new home, but no later than the end of the seventh year of possession, you may make a claim regarding any MSD items directly to Tarion using a *Major Structural Defect Form*. For example, if your home's **date of possession** is October 23, 2005, you may submit a *Major Structural Defect Form* beginning on October 23, 2007 through until October 22, 2012.

You can obtain this Form by calling us at 1-877-9TARION or by visiting our website at www.tarion.com. Upon receipt of your Form, Tarion will schedule and conduct an inspection within 30 days.

The Statutory Warranty Process – After Form Submission

Submission of a **Statutory Warranty Form** triggers a specific process and series of time periods, as described below. Specific exceptions to this Statutory Warranty Process are described beginning on page 15. Note: All time periods below are subject to the **December 24 to January 1 (inclusive) Holiday Period**. In addition, where a time period ends on a weekend or holiday, it is extended to the end of the next business day that is not a holiday (i.e., where the time period to submit a *30 Day-Form* ends on a Sunday, it will be extended to end on the next Monday where Monday is not a holiday). An example of this is provided in the *Year-End Form* section on page 12.

The Initial Builder Repair Period

Submission of a *30-Day, Year-End* and/or *Second-Year Form* triggers the builder's initial 120-day repair period as follows:

- The builder repair period for the *30-Day Form* begins 31 days following the **date of possession**. If, for example, your home's date of possession is October 23, 2005, the builder repair period for **warranted items** listed on your *30-Day Form* would begin on November 23, 2005.
- The builder repair period for the *Year-End Form* begins on the anniversary of the date of possession. So, for example, if your home's date of possession is October 23, 2005, the builder repair period for warranted items listed on your *Year-End Form* would begin on October 23, 2006.
- The builder repair period for warranted items listed on your *Second-Year Form* begins on the day after Tarion receives the Form.

During this period it is important that you provide your builder and their tradespeople access to your home.

Your Time Period to Request Tarion's Involvement

If your builder does not complete repairs or otherwise resolve **warranted items** to your satisfaction by the end of the 120-day period, you will have 30 days to contact Tarion and request a **conciliation**. When you do, we will schedule a conciliation inspection with you between 30 days and 60 days after your request or we will arrange a desk assessment. We will also charge you a $50 fee, which will be refunded if at least one item listed on your Statutory Warranty Form is determined to be warranted. After you request a conciliation, you should send Tarion a copy of your **purchase agreement** and all its schedules, amendments and attachments, as well as any photographs that support your claim.

If you do not request a conciliation during this time period, Tarion will consider all the items listed on your **Statutory Warranty Form** resolved and the matter closed. (Note: You may resubmit the item(s) at a later date if the warranty covering the item(s) is still in effect.)

The Builder's Second Repair Period

After you request a **conciliation**, your builder will have 30 days from the day that the request was made to repair or otherwise resolve the outstanding **warranted items** described on the Statutory Warranty Form.

Tarion Conciliates the Matter (Adjudicates the Dispute)

If the repairs are not completed by the end of the 30 days described above, Tarion will conduct the scheduled **conciliation** inspection with you and your builder present, and will send you a report of our findings within 30 days. The report will outline which items your builder must resolve under the terms of the **statutory warranty** and list those that are not covered. There may be items which require further investigation, and if so, you will be notified. Your builder will, in most cases, then be given 30 days after the date of the report to resolve any **warranted items**. The time period given to your builder may be extended beyond 30 days in certain situations, including where the repair will be affected by the weather, or where the materials required for the repair are unique and additional time is reasonably required to obtain them. If there is at least one warranted item, your $50 fee will be refunded to you.

Final Resolution

Tarion will contact you 30 days after the date of the report to confirm that all the **warranted items** listed in the report have been repaired or otherwise resolved. If any of the items remain outstanding at that time, Tarion will work with you directly to resolve them.

Provide access to your builder

When necessary work is required, be sure to give your builder and their tradespeople access to your home during normal business hours, at a time mutually agreed upon in advance. Failure to do so will jeopardize your **statutory warranty** rights.

Exceptions to the Statutory Warranty Process

There are circumstances that may affect your builder's ability to repair or otherwise resolve **warranted items** according to the process and timelines described in the previous section for **statutory warranty** claims. While these are infrequent, it is important that you understand what they are.

Emergencies

Certain severe conditions constitute an emergency situation. An emergency is any **warrantable** deficiency within the control of your builder that, if not attended to immediately, would likely result in imminent and substantial damage to your home, or would likely represent an imminent and substantial risk to the health and safety of its occupants. Examples of emergency situations include:

1) Total loss of heat between September 15 and May 15; **2)** Gas leak;* **3)** Total loss of electricity;* **4)** Total loss of water supply;* **5)** Total sewage stoppage;* **6)** Plumbing leakage that requires complete water shut-off; **7)** Major collapse of any part of the home's exterior or interior structure; **8)** Major water penetration on the interior walls or ceiling; **9)** A large pool of standing water inside the home; or **10)** Any situation where, in the opinion of Tarion, the home is uninhabitable for health or safety reasons.

What To Do In An Emergency Situation

1) You should immediately call the emergency contact telephone number provided by your builder when you received this booklet.

2) If you are unable to reach your builder or if your builder does not assess and correct the situation within 24 hours, you should contact us at 1-877-9TARION for further assistance.

3) If you cannot reach your builder or Tarion, and have no other option but to have the work completed, you or your contractors should correct the situation. However, only the emergency condition should be corrected and the problem should be documented with pictures taken before and after the repair, if possible.

4) You should not repair any damage to builder-installed materials. If your builder is responsible for the emergency item and you have notified them, they should resolve the damage to builder-installed materials caused by the emergency condition within 30 days. If your builder fails to do so, we will work with you directly to settle the matter.

5) To recover costs for the circumstances set out in item 3 above, you will need to submit an *Emergency Form* (available at 1-877-9TARION or www.tarion.com) to us and your builder as soon as possible after completing the repair.

Apart from taking steps to protect your property or safety, you should not undertake any repair work without giving your builder 24 hours to assess the problem and take corrective measures. You will not automatically receive reimbursement for emergency repairs and, in addition, completing the work without an assessment by your builder may jeopardize your statutory warranty coverage.

Seasonal and Special Seasonal Warranty Items

Seasonal and Special Seasonal Warranty Items are items on the exterior of or outside your home that can only be repaired effectively in favourable weather conditions. The period from May 1 to November 15 is generally considered to have suitable weather conditions for making such repairs.

Seasonal Warranty Items

Seasonal Warranty Items include:

- Exterior painting;
- Exterior cement/concrete work (including parging application/repair);
- Exterior mortar work (including brick installation/repair);
- Exterior stucco work/repairs (including repairs to exterior insulation finishing systems);
- Exterior caulking; and
- In-ground support for decks.

These items should be listed on your *30-Day*, *Year-End* or *Second-Year Form*, as appropriate (see page 12). They will be dealt with according to the timelines set out in the Statutory Warranty Process (see pages 13-14), subject to suitable weather conditions as described above. If, however, your builder cannot complete or repair a Seasonal Warranty Item within the required timelines due to unsuitable weather conditions, they must do so as soon as possible after suitable weather conditions return, and in any event between the following May 1 and September 1.

If for any reason your builder does not complete or repair a Seasonal Warranty Item to your satisfaction within this time period, you have 30 days (until October 1) to contact us and request our assistance. If you do not do so, the Seasonal Warranty Items listed on your **Statutory Warranty Form** will be considered resolved and the matter will be closed. (Note: You may resubmit the item at a later date if the warranty covering the item is still in effect.)

Special Seasonal Warranty Items

Special Seasonal Warranty Items include the completion of your new home's final grading, landscaping (laying sod, etc.) and the installation of driveways, patios and walkways, and should be listed on your *30-Day* or *Year-End Form* as appropriate. Your builder has 270 days of "seasonable weather" from your home's **date of possession** to complete any of these items, unless a longer period within the time limits permitted under applicable municipal agreements was negotiated between you and your builder. For example, if your home's date of possession is October 23, 2005, your builder has until June 16, 2007 to complete the necessary work.

THE SEASONABLE WEATHER DAYS IN THIS EXAMPLE ARE CALCULATED AS FOLLOWS:

	Number of Seasonal Weather Days
From October 23, 2005 to November 15, 2005	24
From May 1, 2006 to November 15, 2006	199
From May 1, 2007 to June 16, 2007	47
TOTAL	270

If for any reason your builder does not complete the required work to your satisfaction within this 270-day period, you have 30 days (which in the example above would be from June 17, 2007 to July 16, 2007) to contact Tarion and request our assistance.

If the item is determined to be **warrantable**, we will work with you directly to settle the matter. If you do not contact us within this 30-day period, the Special Seasonal Warranty Items listed on your *30-Day* or *Year-End Form* will be considered resolved and the matter closed.

Air Conditioning

Defects in work or materials that result in problems with your builder-supplied air conditioner are covered under the one year warranty. They should be reported on your *30-Day* or *Year-End Form* and they will be serviced by your builder according to the timelines outlined in the Statutory Warranty Process section, with one exception. A complete lack of cooling between May 15 and September 15 inclusive during the first year of possession of your home may be reported to Tarion separately and will be resolved more quickly. Report the problem to your builder immediately, so they can assess the situation and resolve the matter. If you also wish to report the problem to Tarion, we will assist you in determining whether it is an exceptional situation and if so, we will ask you to complete and submit an *Air Conditioning Form*. Your builder will be given 30 days from the date that we receive your Form to correct the complete lack of cooling, if it is **warranted**. If they fail to do so, you will have 30 days to contact us and request a **conciliation**. Tarion will schedule a conciliation inspection and send you a report regarding your claim within 10 days of your request for a conciliation.

Extraordinary Situations

Another exception to the time periods set out in the Statutory Warranty Process is in the case of an extraordinary situation. There are two types of extraordinary situations, either of which could cause your builder to seek an extension of the time periods:

1) An industry or regional event that affects a segment of the construction industry or region of the province (such as labour, trade or materials shortages, strikes or other labour disputes, and severe weather or other acts of nature); or
2) Special circumstances affecting a particular builder or home, such as the special order of a part that will take more time to arrive than the Statutory Warranty Process time periods allow.

If your builder applies to Tarion for this type of extension on any of your outstanding items, they will notify you in writing. If the extension is granted, we will set a new time period and confirm it with you.

Maintaining Your New Home

By conducting regular and proper maintenance on your home, you will be helping to ensure that your **statutory warranty** rights are protected. Talk to your builder about what you should be doing both inside and outside during the various seasons of the year to benefit from their experience with home maintenance. They might even provide you with an instruction guide to help you along. We have also included some useful tips to help you get started, such as the home maintenance checklist on pages 20-21 of this booklet. As you'll learn, there are many items involved in an ongoing maintenance program, including one of the most important: moisture control.

Control the Moisture in Your New Home – It's Important!

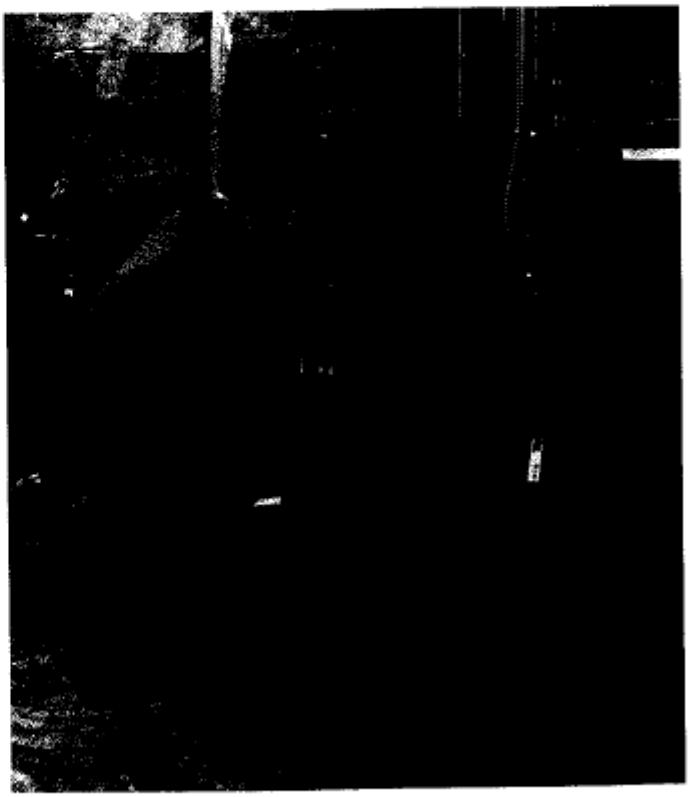
Today's building products have eliminated much of the time-consuming and often tedious work involved in home maintenance. However, no home is maintenance-free. Special care is especially required to maintain modern, energy-efficient homes which are tightly constructed to seal out the cold weather in winter and keep in cool air in summer.

Guidelines for properly venting your home should be followed in order to prevent excess moisture from building up inside the home, which can result in damage that would not be covered by the statutory warranty. Bathroom fans, kitchen range hoods and packaged ventilators such as heat-recovery ventilators are specifically installed in your home to help you control moisture and contaminants. As well, regular use of your home ventilation system will remove excess airborne moisture caused by bathing, showering, doing laundry and cooking.

What causes moisture damage?

Your home can be damaged when weather-related water is allowed to enter and remain in the structure. Water from leaking pipes or fixtures that is not immediately cleaned up, and indoor humidity levels that are not properly controlled, can have serious consequences.

Sometimes this damage is easily seen; at other times the damage is hidden inside wall or roof space. Regardless of where it occurs, moisture damage can lead to serious problems, such as rot and structural failure.



How can I control moisture?

Tarion recommends that new homeowners always use their home ventilation system to control moisture. Here are some extra tips you can follow to help prevent moisture damage to your home.

Outside the home

1) Keep flowerbeds or landscaping at least six inches or 150 mm away from the top of the foundation and do not change the direction of the grading or the slope of the ground away from the house. Placing soil near or above the top of the foundation allows moisture to come into direct contact with the structure of the building.
2) Clear eavestroughs of debris regularly and extend downspouts so that water is directed away from the building. Water flow can erode the ground near the foundation and create depressions where water collects. Standing water near the foundation can force its way into the basement.
3) Inspect the caulking around windows and doors and on the roof to ensure it hasn't become cracked or separated.
4) Have your roof inspected regularly to ensure shingles, flashing and chimney caps are in place and sealed properly.

Inside the home

1) Purchase a "hygrometer" to monitor the relative humidity in your home.
2) When using a humidifier or dehumidifier, be sure to follow the manufacturer's instructions. In the winter, keep the relative humidity in your home in the range of 30-45%. Lower humidity levels may affect your health and cause things made of wood to shrink. Excess humidity can cause condensation on windows and damage the surrounding wall. In the summer, dehumidify the basement to avoid condensation build-up on the cool foundation walls. Relative humidity levels should not exceed 60%.
3) Work with your builder to ensure that leaky pipes and fixtures are repaired immediately. Clean and completely dry any areas that are dampened or wet within 48 hours.
4) Store organic materials such as newspapers, cardboard boxes and clothes away from cool, damp areas to prevent moisture build-up. Keep storage areas tidy so that air circulates freely.
5) If you are adding a hot tub to your home, or have a large collection of plants, consider the amount of moisture they will add to your indoor air and ventilate accordingly.
6) Never vent your clothes dryer inside your home.
7) Investigate and identify any musty smells and odours. They are often an indicator that there is a hidden moisture problem.

We have included a Home Maintenance Checklist in this booklet (on the following pages) to guide you through your annual maintenance routine. The checklist provides a monthly breakdown of items for inspection, and is intended to help you set up a regular schedule of check-ups and clean-ups.

APPENDIX

Website resources:

www.coughlanhomes.com

www.tarion.com

www.cmhc.ca

On the following pages you will find additional maintenance and warranty information relating to the finishes or from the manufacturers involved in the construction of your home.